

The Solicitors Journal.

LONDON, AUGUST 1, 1885.

CURRENT TOPICS.

THE CHAMBER WORK of the Chancery Division will, during the approaching Long Vacation, be transacted by the chief clerks of Mr. Justice CHITTY.

IT IS ANNOUNCED that, in Court of Appeal, No. 1, the remaining three appeals from Mr. Justice KAY will be taken first, and subsequently the remaining appeals from Vice-Chancellor BACON. The Second Division of the Court of Appeal will take only appeals from Mr. Justice NORTH and Mr. Justice PEARSON.

IT IS QUITE a new experience to find a post in any of the law offices advertised as being vacant, and full particulars given as to age, qualifications, and salary. Such an advertisement appeared last week with regard to the vacancy for a first-class clerk in the chambers of Mr. Justice PEARSON. The appointment is, we believe, in the gift of the Lord Chancellor, and presumably the object of Mr. Justice PEARSON in directing the advertisement to be inserted is to discover the candidate whom he can most conscientiously recommend for the post.

THE CALLS for more judges on circuit have given rise to a good deal of inconvenience in the transaction of London judicial business. On Thursday the sitting of Court of Appeal, No. 1, was intermitted in consequence of the Master of the Rolls being summoned to the Old Bailey to supply the place of Mr. Justice GROVE, who was ill. On Friday Lord Justice FRY is to sit with Lord COLERIDGE in a divisional court of the Queen's Bench Division, and Lord Justice BOWEN is occupied at judges' chambers; hence, both divisions of the Court of Appeal are compelled to take only interlocutory appeals.

FRIDAY IN THIS WEEK was a great day in connection with Parliamentary registration. The 15th of July is the end of the qualifying period of twelve months within which occupation voters must have occupied and paid rates, and the 31st of July is the date at or before which the overseers are to ascertain whether the conditions of the qualifications have been satisfied, and to "deal with" the lists accordingly. The new precepts issued by clerks of the peace and town clerks to overseers provide a very complete calendar of dates, the precept and dates in schedule 2 of that Act being applicable to counties, and the precept and dates in schedule 3 being applicable to boroughs; but, as a general rule, the dates are the same in counties and boroughs. It is on or before the last of July that the overseers are to make out the great occupiers' lists, upon which will be found the names of all that enormous body of persons, forming the bulk of the electors both in counties and boroughs, who are entitled, by reason of a ten pound occupation, or a household qualification, to be registered as voters by reason of occupation; it is on or before the 31st of July that the "old lodgers' list" is to be made out in boroughs (there is, of course, no "old lodgers' list" in counties this year), and it is on or before the 31st of July that the overseers are to ascertain, from the relieving officer acting for the parish, the names of all persons who are disqualified by reason of having received parochial relief, and the relieving officer is bound to produce at such place in the parish, and at such times as are required by the overseers, the book in his possession, containing the names of such persons (see paragraphs 31 and 34 of the county precept, and paragraphs

29 and 30 of the borough precept.) The lists are directed to be published on or before the 1st of August, and will be followed by such supplemental lists, if any, of enfranchised paupers and policemen as Parliament may prescribe between that date and the prorogation.

THE DECISION of the Court of Appeal in *Haywood v. Silber*, which we report elsewhere, should be noted as relating to a point which not unfrequently arises in the discussion of the terms of underleases. A common provision in agreements to grant underleases is that the underlease shall contain "such covenants as are contained in the original lease," or "provisions in all respects like those in the original lease," or like expressions. An obvious difficulty arises as to the meaning of these phrases. Is it intended that the provisions shall be the same or similar? Is the underlease to be in the same form as the original lease, the names of parties only being changed, so that the underlessee shall, in certain respects, be under the double control of the underlessor and the original lessor; or is it meant only that as between the underlessor and the underlessee the provisions shall be similar to those in the original lease? The question usually arises with regard to the covenant against assigning or underletting without consent. Is it to be provided in the underlease that the consent of the original lessor shall be obtained, or the consent of the underlessor? In the case of *Williamson v. Williamson* (L. R. 9 Ch. 729), JAMES and MELLISH, L.JJ., held that, under an agreement for an underlease "to contain provisions in all respects like those in the original lease," the consent of the original lessor could not be required to be obtained, and we confess that the reasons given by the learned judges for their decision have always appeared to us to be unanswerable. We think, with Lord Justice MELLISH, that "it would be a most extraordinary and arbitrary provision to require the consent of any person but the owner of the [immediate] reversion, as he alone can act if the covenant is broken." The Court of Appeal, however, in *Haywood v. Silber*, have seriously trenchoned on this doctrine. They seem to have held that wherever the property to be comprised in an underlease is part of a larger property, and there is "a leasehold community, the various parts of which are dependent upon each other, and are presided over by a hospital," the construction to be given to agreements of the kind above mentioned is that the underlease shall be a copy of the original lease, and that the consent of the original lessor to assignment or underletting by the underlessee must be required to be obtained, and the control of the original lessor in other respects must be retained. In the recent case the "leasehold community" was composed of the leaseholders of the estate of St. Bartholomew's Hospital. It remains to be seen whether a smaller number of lessees holding from one lessor will be held to constitute a "leasehold community," and whether a private lessor will be considered to "preside" over the "community." A hospital is certainly a remarkable sort of "president" for a "community."

MAY A TENANT FOR LIFE exercise his statutory powers, pending an administration action, without the leave of the court? This question arose in the case of *Re Earl Cardigan's Settled Estates*, *Cardigan v. Curzon-Howe*, reported in another column. We do not see any strong reason to object to the decision of the learned judge, but we see much to object to in the reasoning by which he seems to have arrived at it. After all, even a trustee for sale can sell under such circumstances without the court's leave, though he would be acting very improperly, and might be running some risk, in doing so. It is all a question of the discretionary supervision which the court exercises over the proceedings of trustees; and it may very possibly be true that, in the case of a tenant for life, there is less reason for strict supervision than in the case of a

trustee who has no beneficial interest. If the learned judge had grounded his decision upon these reasons, which, whatever may be their weight, are manifestly relevant, we should have had nothing to do but to defer to his judgment. But he adopted a totally different line of reasoning, which we find it much more difficult to follow. Of course, there can be no doubt that "the general policy of the Settled Land Act, as deduced from its particular provisions, was to confer on the present generation of landowners a greater power of alienation than they possessed at the passing of the Act;" and it may be said very reasonably that the effect of the Act is "to give the tenant for life an overriding power, and to preclude the settlor from destroying"—here the learned judge added, with less obvious propriety, "and the tenant for life from impairing"—"that power." But we must deliberately affirm, after having perused the Act a great many times, and with all the attention of which we are capable, that it contains nothing to suggest that it intended to confer upon the tenant for life any greater powers than could by possibility have been conferred upon him by the settlor before the passing of the Act. On the contrary, some of its provisions seem to be designed to prevent his statutory powers from exceeding the possible extent of powers given by the settlor. Therefore, if the solution of the present question depended upon the extent of the powers of a tenant for life, and not merely upon the court's discretionary supervision of their exercise, we should see much greater reason than we now see to question the propriety of the decision. And we see great reason to fear, if judicial conclusions are to be drawn, not from the Act's language, but from sweeping propositions about its "general policy," that the law applicable to the dealings of tenants for life will come to vary with the "length of the judge's foot." It is, indeed, notorious that some symptoms of this result may already be plainly discerned.

IN CONNECTION with the Criminal Law Amendment Bill, considerable controversy has arisen as to the age at which it would be proper to make illicit intercourse a crime. Under the present law (Offences against the Person Act, 1875) it is a misdemeanor, whether there be consent or not, if the girl be under thirteen. In the Bill as sent down from the House of Lords this age is raised to fifteen, but there appears to be a fairly general consensus of opinion that it ought to be raised to sixteen. It is, we think, material to point out, in connection with the subject, that, by the common law of England, a girl can consent to marriage at the age of twelve (a boy being able to consent at the age of fourteen), and, even under that age, a marriage is not absolutely void, but only inchoate and imperfect, either of the parties being able to disagree on coming to the lawful age, and to have the marriage declared void (Co. Litt. 79b). Surely the time has come for raising these ages from their present absurdly low limit. It was not without reason that the Criminal Law Consolidation Act of 1861 fixed the age of consent to illicit intercourse at twelve, as that was the age at which marriage could then (and can still) be consented to. But we think that raising the age of consent to marriage to sixteen would not only be logical and in harmony with general opinion, but would also do something towards checking the pauperism of the country by discouraging the disgracefully early marriages which are one cause of it.

ONE OF THE LEARNED JUDGES of the Chancery Division was last week occupied with a case, involving prolonged investigation with the help of numerous affidavits, of an alleged nuisance caused by the barking of a dog. The nature of the bark complained of was described as a "double yelp," and the animal producing it was alleged, on the one hand, to be a "thoroughbred mongrel," and on the other was described as being a "high-bred retriever." The learned judge inquired whether the "four-footed criminal" was in court, and on a subsequent day he was in attendance. His demeanour was eminently proper, and all that could be desired in a dog produced as an exhibit to an affidavit. It may be doubted, however, whether the disposition or noisiness of a dog can be accurately judged from his behaviour in such circumstances. He must be utterly abandoned and reckless if he indulges in a "double yelp" in the face of the court.

DAMAGE TO CROPS BY GAME.

THE decision in the recent case of *Farrer v. Nelson* (33 W. R. 800) is likely to cause dismay in country houses. It was laid down by a divisional court, in effect, that wherever a farmer can prove (1) that he has sustained damage from the game bred by a neighbour, and (2) that such neighbour keeps on his land more game than can be bred thereon "in the ordinary course of nature," the farmer is entitled to recover damages for the injury caused to his crops by the neighbour's game. Now, as everyone knows, the rearing, otherwise than "in the ordinary course of nature," of pheasants is universal among game preservers; pheasants are rapacious and roving creatures; times are bad for farmers, and county courts are economical and expeditious tribunals; we have, therefore, a combination of circumstances likely to result in considerable litigation. Apart from a practical difficulty to be hereafter mentioned, a farmer who happens to be neighbour to one or two ardent game preservers, not his landlords, would, indeed, find in the recent decision a perfect mine of wealth. He would probably follow the example of certain recent companies, and appoint not merely a solicitor, but also a "standing counsel" to conduct his perennial litigation; he would employ a private detective to work up statistics as to the contents of the neighbours' pheasant coops, and watchers to ascertain how many pheasants can be seen at one and the same time running about among his own grain crops; whence they come and whither they return. In fact, to the numerous farm-books understood to be kept by the modern scientific agriculturalist, there would have to be added a game day-book and game ledger, and, on the profit side of his annual balance-sheet, compensation for damage by game would be likely to figure as a considerable item.

The question which was decided in the recent case has not, so far as we know, been previously decided in modern times in a case arising between neighbours. There are, however, many decisions in the old books upon actions by farmers and landowners to recover damage for injury occasioned to their crops by game kept on their neighbours' land. Such actions were invariably scouted; many highly technical, and sometimes very strange, reasons were assigned, but the real motive for the decisions seems to have been the consideration of the multiplicity of actions which would arise if such a right of action were permitted. Thus, in *Boulton's case* (5 Co. Rep. 104 b), it was resolved that "none may now erect a dove-cote but the lord of a manor; and, if any do it, he may be punished in the leet, but no action on the case lies by any particular man, for the infiniteness of actions that may be brought." And in the same case it was adjudged that "if a man make coney-burrows in his own land, which [conies] increase in so great number that they destroy his neighbour's land next adjoining, his neighbour cannot have an action on the case against him who makes the said coney-burrows; for, so soon as the conies come on his neighbour's land, he may kill them, for they are *fera natura*, and he who makes the coney-burrows has no property in them, and shall not be punished for the damage which the conies do in which he has no property, and which the other may lawfully kill." In *Boulton v. Hardy* (Cro. Eliz. 547), probably the same case, it was held that an action did not lie by the owner of lands against a neighbour who had made coney-burrows in his own land, "and put conies in them, which increased to a great number, and went into the plaintiff's land and destroyed his corn." Anderson, J., said that, "although one hath conies in his land, he hath not any property in them, because they be *fera natura*; and to have an action against one for damage done by savage and wild creatures, wherein he hath not any interest, and they cannot be known whether they come out of his land, is unreasonable." And Anderson and Beaumont, JJ., agreed that "the putting the conies on his own land is not any tort, and, if there be any wrong, it is by the conies themselves, who are *fera natura*, wherefore, it is not reasonable to punish any other." A similar view was taken in *Hinsley v. Wilkinson* (Cro. Car. 387), where an action was brought by a copyholder against the defendant, who, being seised of parcel of a wood adjoining to a common, part of the wastes of the manor, "maintained conies in the said wood, which ran out thereof into the common, and ate up the common." Counsel for the defendant in this case urged that if the action were maintainable "there would be multiplicity of suits, for every commoner would have an action, which ought not to be suffered." "And here," he added, "is no more cause of action than when one

suffers his doves to fly into the corn adjoining, for which clearly no action lies, for it cannot be known whose doves they be." "And so," says Croke, "held all the justices here, besides Berkeley, who doubted thereof."

It will be observed that, in the recent case, the learned judges admitted that no action will lie against the owner of land for damage occasioned by game bred thereon "in the ordinary course of nature." Mr. Baron Pollock is reported to have said that it was clear that "a person may keep on his land any quantity of game that can be bred thereon in the ordinary course of nature; but the moment that is departed from, and the breeding is not natural, I think the right is exceeded." The suggestion to which this doctrine is probably due is to be found in the judgment of the late Lord Romilly in *Birkbeck v. Paget* (31 Beav. 403). In that case the question arose whether a demise to the plaintiff of the exclusive right of sporting over a farm justified the plaintiff in turning out on the farm game not bred thereon in the ordinary way. The defendant was the occupier of the farm, and alleged that great damage had been occasioned to his crops by the plaintiff's turning out on the farm rabbits, and breeding and turning out on the farm pheasants. The Master of the Rolls said that he saw nothing in the sporting lease to justify the course alleged to have been pursued by the plaintiff, and he added that, if the fact was that the plaintiff "had turned out a large quantity of rabbits and pheasants, so as very seriously to injure the defendant's crops, I am not at all clear that he would not be justified in keeping down the excess. I think I could not prevent the defendant from reasonably exercising the right of keeping down any excess of rabbits which have been brought on the farm." This is in accordance with the doctrine laid down in the old cases above referred to.

It is easy to see that several questions are likely to arise out of the recent decision. One of them is the difficulty referred to above as likely to stand in the way of the farmer. It seems to be admitted in the judgment of Mr. Baron Pollock, that the owner of land is justified in bringing or rearing game on the land in order "to replace the natural stock" shot down in the previous year. The stock of game in that case is not greater than it would be "in the ordinary course of nature." It is only when he brings or rears artificially on his land more game than is needed for this purpose that he "exceeds his rights" and becomes liable for damage done to his neighbour's crops. If the neighbour can show that he has artificially reared no more game than he shot, the farmer will have no remedy. It appears, therefore, that, not only must the farmer keep his set of game-books, but the game preserver must, for his own protection, keep an accurate record of all the bags of the season.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

INVESTIGATION AND DEFENCE OF TITLE.

THE subject of this article divides itself naturally into the processes, on the one side, of perusing an abstract of title, comparing it with the title deeds, and preparing requisitions; and, on the other side, of producing the evidences of title, and answering requisitions. We will take each of these in turn.

(1) The perusal of an abstract. This is a duty which some solicitors habitually perform themselves, others remit to counsel, and others again duplicate by personal perusal followed by the placing of the abstract before counsel. In exceptional cases, the general course pursued by a solicitor in practice will, of course, be varied in the direction of one or another of the alternative plans.

Of the first of these methods it would hardly be contended by any solicitor that it is sound or right. The best reasons in favour of it must needs be of a semi-apologetic character—that it is not worth while for two people to do the work of one; that it is better in the client's interests to employ a conveyancing counsel to advise on title than for the solicitor to undertake the whole burden and responsibility of the investigation; that if this be so, it really is hardly worth while for the solicitor to peruse the abstract when he will immediately afterwards place it before a learned conveyancer for microscopic

scrutiny. But the answer to all this is, that the functions of the solicitor are not limited to carrying papers to counsel, and sending to get them back again. The abstract is delivered to him as the direct and immediate legal adviser of his client. It may well be that his client will gain in a very large number of cases by the employment of counsel, but he certainly will not gain by his solicitor's adopting a regular habit of abdicating in favour of counsel altogether, and making no attempt to follow the title and the points arising in the course of its investigation. And can anything less dignified be imagined than that a solicitor, whose name is on the back of every paper, should play the rôle of indorsing, without any exercise whatever of his own intellect, every word that his counsel writes? We are not suggesting that every word written in such a case by counsel may not be perfectly sound and to the point. What we say is, that, counsel or no counsel, the client is entitled to the benefit of his solicitor's mind, and that this benefit operates in various ways beyond the limits of the ground covered by a counsel's opinion. If the solicitor or a competent representative does not peruse the abstract, he will not have his mind charged with the knowledge that should precede its comparison with the deeds; his counsel's opinion as to the points which arise for inquiry or requisition will not be intelligible to him, and he will, as a necessary consequence, be unable to form any reliable opinion for himself as to the degree of practical importance attaching to each particular point. His client, in short, though he may, perhaps, be unaware of it (a circumstance which in no way adds to the glory of the solicitor's proceeding), will lose the benefit of services to which he is entitled, and for which, not to mince matters, he will have to pay.

An intelligent perusal of the abstract by the solicitor appears to us, therefore, to be a matter of course incident in the investigation of title. As to the mode of perusal, some amount of note-taking is desirable, though not a great deal. We have not much faith in the practical advantages gained by fully epitomizing abstracts as a mode of grasping their contents, otherwise than in a most brief and elliptical form. The key-note to be steadily kept in view is the chain of transmission which eventually brings the ownership down to the persons who purport to be competent to sell, or mortgage, or settle the property. If, by the road, any collateral interests appear—dower, annuities, or what not—which, if existing, would affect the estate or interests constituting the proposed subject of conveyance, they should be noted in passing as matters which, if not cleared out of the way satisfactorily, at a later stage of the abstract itself, should form the subject of a requisition. Again, if any special incident affecting the title is disclosed, as, for instance, in the shape of an exception or obligation, it should be noted as a subject for consideration by the light of the contract, if any; and, if there is any apparent imperfection in the abstract, it will be specially reserved for the stage of comparing the deeds. By these means the solicitor will place himself in a position to examine the abstract with the deeds, and to frame any necessary requisitions; or, if he resorts to counsel's aid, to comprehend the why and wherefore of every part of the opinion on title, and bring his own independent judgment to bear on it, with a due regard to the relative importance of the different points involved. The object of employing counsel is not to supersede the brains or industry of the solicitor, but to superadd to them the assistance of a highly-trained specialist.

(2) The comparison of an abstract with the title deeds. The first point here is when should this be done. Supposing, for instance, that it is intended to employ counsel to advise on the title, should the abstract be sent to him before or after it has been examined with the deeds? On the one hand, the examination may serve to clear up slips or inaccuracies in the abstract which would otherwise lead a learned counsel into needless puzzles and blind alleys, and may supply omissions of matter which may sometimes be of serious moment. On the other hand, some point may be slipped on examining the abstract which would have been present to the mind had the opinion been obtained in the first instance. These arguments are pretty nearly balanced, but the scale weighs down, in our judgment, on the side of submitting an abstract for counsel's perusal before examining it with the deeds. If the aid of counsel is not resorted to, the solicitor's perusal should of course, precede the examination of the abstract with the deeds.

In our observations last week on the preparation of an abstract, we adverted to the amount of general and particular knowledge requisite for performing that task efficiently. The same observations apply, and apply in an ascending scale, to the examination of an abstract with the deeds. We say in an ascending scale for two reasons. First, the exercise of a higher grade of scientific knowledge is called for; and, secondly, the consequences of a mistake may be infinitely more serious. A mistake made in the preparation of an abstract must necessarily come to light at the stage of which we are now speaking if the abstract is examined with intelligence and vigilance. But if a material omission or inaccuracy in the abstract is not set right at the stage of examination, the mischief may be most serious and irreparable. And whatever responsibility may be shifted on to the shoulders of counsel, this one, at least, must rest with the solicitor. The ex-

amination of a long abstract is a wearisome proceeding, and the droning voice of a clerk who is reading it aloud by the hour distinctly conducive to somnolence. But if the mental faculties and vigilance of eye are relaxed, the after-consequences to the solicitor may be of a most awakening description. It cannot be too thoroughly recognized that this duty cannot with impunity be played with or slept over.

(3) The preparation of requisitions. This will represent either the actual originating and framing of requisitions, or only the adaptation of an opinion of counsel. In the former case, the solicitor depends, of course, solely on his own lights, and as we are not writing a treatise on conveyancing, our observations on this head are necessarily confined to a few very general comments. In the first place, we are free to say that there is a tendency to overdo requisitions on title, based apparently on the impression that a certain tally of inquiries must be made up somehow. This merely leads to needless trouble, and it is self-evident that the thoroughness of an investigation and the number of requisitions do not necessarily bear any relative proportions to each other. A title may be so good or so well guarded by conditions that there may be no loophole for a single effective requisition. It may, on the contrary, be so bad or so imperfectly protected as to open floodgates to objections of all kinds. As a ground-work for requisitions there are certain rules of law—as, for instance, the law as to dower and as to succession duty—to be borne carefully in mind for practical application in this connection where they do or may arise. And beyond these it is necessary to track the title from step to step, to see that the events which have happened, and of which reasonable evidence is afforded, have at last eventuated in disclosing the exact right claimed to be possessed, without qualification or limitation. Anything which can form the subject of legitimate inquiry under either of these heads is a proper requisition, unless it be excluded by express stipulation; but inquiries which are really immaterial or fly directly in the teeth of an express stipulation, excluding the right to make them represent pure and simple waste of time and trouble to those who frame and those who have to deal with them, and while the former are free agents in the matter, the latter, at least, are entitled to reasonable consideration.

The alternative which we mentioned of framing the requisitions on the groundwork of an opinion of counsel calls for no remark beyond the obvious one that the opinion should not blindly be copied or adapted *verbatim*. There may be points or words of advice in it intended only for consideration by the solicitor, and in some cases also the solicitor's client, and which it is not only needless but injudicious to convert into a requisition and disclose to the other side. A ridiculous, though harmless, illustration of a too literal conversion of an opinion into requisitions is often furnished by a concluding requisition in the following words: "The usual searches will be made against A. B." What reply can a vendor or mortgagor be supposed to make to such an observation other than whatever may be the equivalent in black and white of a polite bow?

(4) Deducting evidence of title and answering requisitions. We pass now to the side of defence of title. Of the two operations mentioned, the deduction of evidences of title means no more or less generally than giving inspection of the documents from which the abstract has been prepared, and it may, of course, be necessary to fortify this by extraneous evidence in the shape of statutory declarations or otherwise. Beyond the general remark that the solicitor should be careful, as a matter of business and of courtesy, to see that the documents of title produced for comparison with the abstract are carefully and intelligibly arranged beforehand, so as to subject the solicitor who examines the abstract to no needless delay or trouble, this matter does not call for remark.

The answering of requisitions is at times a task of extreme delicacy. Points may be ingeniously unearthed of which it is extremely difficult to tell the ultimate bearing. Questions may be put as to which it is gravely doubtful whether they are just within or just over the border-line of a protective condition. Requirements may be made calculated to make a vendor or mortgagor pause and seriously consider whether or not to throw up the transaction if legally in a position to exercise the option. An intimate knowledge of the title, shrewd calculation of the degree of persistence with which awkward points are likely to be pressed, a capacity for making half a loaf of evidence or information present as nearly as possible the attractions of a whole loaf, firmness in resisting every encroachment on forbidden ground so as to prejudice the client's interests—all these may be needed in particular cases. And there is one other quality of a much more simple kind which might, we think, often be cultivated to advantage—courtesy. There is a type, a very common type, of answer to requisition which does no conceivable good, and there is an attitude of mind equally barren of useful result. The one is represented by a comprehensive negative, expressed in various ways, but always a direct and curt negative; the other is a determination to concede nothing in any circumstances, whether harmless or otherwise. The former may be said to be the effect of which the latter is the cause. There are several ways of saying the same thing, and of two expressions leading to identical results one will leave behind a sense of irritation and annoyance, and the other will be accepted as

a reasonable and courteous answer. This is not entirely a matter of sentiment, because the solicitor who receives an Oliver is tolerably sure to have (and, being mortal, to take) an early opportunity of administering a Roland. Without suggesting that the language of chivalry would be appropriately introduced into answers to requisitions on title, we are decidedly of opinion that they might with advantage bristle very much less with intensity of refusal.

For the rest, we will only add, on this last branch of the present article, that the task of answering requisitions should never be undertaken unless in the simplest cases, except by a competent conveyancer, thoroughly informed as to the particular facts in the history of the title which affect the points dealt with by the requisitions.

CORRESPONDENCE.

ENTRY OF CAUSES FOR TRIAL AT ASSIZES.

[To the Editor of the Solicitors' Journal.]

Sir,—Allow me to draw your attention to an injustice which is done to plaintiffs by the new rule requiring causes to be entered for trial at the assizes several days (in some cases a week) before the commission day. Everybody knows that causes are frequently settled on the verge of the assizes, and the result is that, in every one of such cases, the parties are mulcted in the £2 10s. 6d. fees paid for entering. Is there no means of procuring their return?

Sunderland, July 23.

RALPH SIMEX.

THE YORKSHIRE REGISTRIES ACTS.

[To the Editor of the Solicitors' Journal.]

Sir,—Lord Wenlock has had remarkable success with his Bill "to amend the Yorkshire Registries Act, 1884." The Act only came into operation with the new year, yet it has been twice amended already. The first amendment was a mere verbal alteration; the second is an important concession to those whom Lord Wenlock represents. This latest Bill was "ordered to be printed" on the 15th of June, and it received the Royal Assent on the 16th of July. It has met with little discussion and no alteration, and its very existence seems almost unknown to the community which it affects. To the larger class which will be concerned if the Yorkshire method of registering deeds, as finally formulated, is to be the model of a future system of county registration, the new Act appeals with some force. Recognition of its existence may be attained through your aid.

The effect of the last Amendment Act is twofold. It deals first with the technical question of caveats. Now a caveat is the newly-invented precursor of a purchase or mortgage deed. It is generally executed when the bargain is struck and the figure settled, but while the investigation of title and boundaries remains incomplete. It is registered, describing the land to be affected, and identifying the individuals by whom and in whose favour it is given. The result under the Act of 1884 was that for six months any assurance executed between the same persons took the form of the registration of the caveat, subject only to the effect of the existing law of bankruptcy. In fact, the ultimate deed might, during that limited time, be "ante-dated." Now, by the last Amendment Act, the clause, which had not time to grow old, is repealed and re-enacted, with alterations. The existence of the caveat is now prolonged indefinitely, and the operation of the law of bankruptcy is no longer expressly preserved. The parties can fix any time during which it is to remain in force. This is not a formal or regular way of dealing with land, and it will probably be used, if the procedure proves sufficiently elastic, instead of the temporary mortgage by deposit of title deeds, which is now in vogue in the other counties of England.

The second task of Lord Wenlock's Act is to abolish what had been thought an integral part of the Act of 1884. In the whole Act, whatever its merits or demerits, there was no more striking or definite exponent of the policy adopted than section 15. Registration of a deed was thereby notice of the deed to all the world, and for all purposes whatsoever. This clause, however, which was introduced into the Act in Committee at the urgent request of the Yorkshire law societies, has proved a mere experiment in legislation, for it has been in force only six short months. If the history of conveyancing is a history of shifts to avoid publicity, would not the two rules, taken together, that every deed must be registered and, when registered, *ipso facto* known to all men, have done more than anything else to counteract the desire for concealment? Now, as formerly under the Acts of Queen Anne and George II., registration will not constitute notice unless the register has been actually searched.

It will be seen that the alterations, now silently effected in an Act to which a bare half-year of probation has been given, are by no means unimportant, though they may be few. This is the reason, Sir, why I am asking you to give a new prominence to the latest development of "piecemeal legislation."

Lincoln's Inn, July 29,

REGINALD J. SMITH.

CASES OF THE WEEK.

COURT OF APPEAL.

VENDOR AND PURCHASER—AGREEMENT TO GRANT UNDERLEASE—"USUAL COVENANTS"—COVENANT NOT TO UNDERLET WITHOUT LICENCE.—In a case of *Haywood v. Silber*, before the Court of Appeal, No. 2, on the 27th ult., a question arose as to the covenants which were to be inserted in an underlease. In July, 1882, H. took a lease of certain premises from St. Bartholomew's Hospital. The lease contained covenants as to referring disputes to the governors of the hospital; as to the preparation of underleases, &c., by the solicitor of the hospital; and preventing H. or his assigns from underletting the premises for the whole or any part of the term without the licence of the hospital; with a proviso that no licences granted by the hospital should obviate the necessity of a further licence being obtained upon the occasion of any further dealing with the property by H., or his assigns, or his or their underlessees. In December, 1882, H. agreed to grant an underlease of the property to S., the lease to contain all usual covenants (including a covenant not to underlet without the consent of H., such consent not to be withheld if the proposed tenant were respectable), together with such other covenants as were contained in the original lease. H. inserted in the underlease covenants as to referring disputes, and as to the preparation of documents, similar in form to the corresponding covenants contained in the original lease, and also a covenant preventing S. from underletting without first obtaining the consent, not only of H., but also of the hospital. S. objected to the insertion of the two first-mentioned covenants; and contended, further, that he ought not to be bound to obtain the consent of the hospital to his underletting. Pearson, J., decided in favour of H., and granted specific performance of the agreement. The Court of Appeal (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. They held that the case was distinguishable from *Williamson v. Williamson* (L. R. 9 Ch. 729), which related to mining property. The present property was part of a larger one; there was, in fact, a leasehold community, the various parts of which were dependent upon each other, and were presided over by the hospital.—COUNSEL, Cookson, Q.C., and F. Thompson; *Cosens-Hardy*, Q.C., and T. H. Carson. SOLICITORS, *Simpson & Cullingford*; *Paine, Son, & Pollock*.

STATUTE OF LIMITATIONS—3 & 4 WILL. 4, c. 27, s. 40; c. 42, s. 3—37 & 38 VICT. c. 57, s. 8—BOND TO SECURE DEBT CHARGED ON LAND.—In a case of *Lindell v. Phillips*, before the Court of Appeal, No. 2, on the 22nd ult., an important question arose as to the effect of the Real Property Limitation Act of 1874 with regard to a collateral security by bond for a debt charged upon land. Section 8 of the Act provides that "no action or a suit shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued," &c. In *Sutton v. Sutton* (31 W. R. 369, L. R. 22 Ch. D. 511, 27 SOLICITORS' JOURNAL, 102) it was held by the Court of Appeal that, when the remedy under a mortgage against the land was barred by the statute of 1874—i.e., by the lapse of twelve years—the remedy on the mortgagee's personal covenant to pay the mortgage debt was also barred, on the ground that an action on the covenant was an action to recover money secured upon land. In the present case a mortgage of freehold and copyhold estates was, on the 23rd of May, 1867, executed by P. to L. and A. to secure a sum of £1,000, with interest. The deed contained a covenant by the mortgagor with the mortgagees for payment of the £1,000, with interest, on the 23rd of November, 1867. On the 23rd of May, 1867, E. and C. gave to the mortgagees a joint and several bond in the penal sum of £400. The bond contained a recital of the mortgage deed, and also a recital that the mortgagees had advanced the £1,000 to the mortgagor at the request of the obligors of the bond, and that at the time of the agreement for the loan of £1,000, and as a better security for the payment of it, it was agreed that E. and C. should execute a bond in the penal sum of £400, conditioned for the payment of £200, part of the £1,000 secured by the mortgage, with interest. And the condition of the bond was that, if the mortgagor should pay to the mortgagees the £1,000, with interest, in accordance with his covenant in the mortgage deed, the bond should be void. Down to December, 1877, the rents of part of the mortgaged property were received by an agent of the mortgagor, who paid the interest on the mortgage debt. These rents then proved insufficient, and so continued until December, 1879, and the interest fell into arrear. In January, 1880, the mortgagees entered into possession of the whole of the mortgaged property. E. died without having made any payment to the mortgagees, or acknowledged the bond debt. C. had paid £100 to the mortgagees. In March the mortgagees took out a summons for the administration of E.'s estate, of which they claimed to be creditors. Bacon, V.C., expressed no opinion as to the effect of the statute of 1874, but he refused to grant administration, on the ground that he had a discretion in the matter, and that the plaintiffs ought to be left to their legal remedy. The Court of Appeal (COTTON, LINDLEY, and BOWEN, L.JJ.) reversed the decision, and granted administration. They distinguished the case from *Sutton v. Sutton* on the ground that the obligation of the bond was not to pay part of the mortgage debt, but to pay another sum equal to that part in case the mortgagor shall fail in the fulfilment of his covenant. The bond was not, therefore, for the payment of money charged upon land.—COUNSEL, *Warrington*; *Upjohn*. SOLICITORS, *Stibbard, Gibson, & Co.*; *Ullithorne, Currey, & Villiers*.

LOCAL BOARD—FILLING UP VACANCIES—QUORUM—IRREGULAR ELECTION—VALIDITY OF ACTS OF BOARD—PUBLIC HEALTH ACT, 1875, SCHEDULE 1, PART 1, RB. 2, 9.—In a case of *The Neuchaven Local Board v. The Neuchaven School Board*, before the Court of Appeal, No. 2, on the 16th ult., a question arose as to the power of a local board to fill up vacancies in their number, and the validity of acts done by the board when irregularly constituted. By the Public Health Act, 1875, schedule 1, part 1, r. 2, "No business shall be transacted at any such meeting" (of a local board) "unless at least one-third of the full number of members be present thereat, subject to this qualification—that in no case shall a larger quorum than seven members be required." And, by rule 9, "The proceedings of a local board shall not be invalidated by any vacancy or vacancies among their members, or by any defect in the election of such board, or in the election or selection or qualification of any members thereof." By schedule 2, part 1, rule 65, "Any casual vacancy occurring by death, resignation, disqualification, failure duly to elect members, or otherwise in a local board, shall be filled up by the local board out of qualified persons within six weeks, or within such further period as the Local Government Board may by order allow." The action was brought to restrain the defendant board from building their schools in contravention of a line of building alleged to have been prescribed by the plaintiffs, and the question was whether the line had been duly prescribed. The full number of the board was nine. All the members but two had resigned. In May, 1884, those two members met and nominated three other persons as members; and, at an adjourned meeting, held on the same day, the five nominated four other persons as members, and, by the board thus appointed, the building line was prescribed. Since then a board had been elected by the ratepayers. The plaintiffs moved for an injunction, and the defendants objected that the full number of the quorum, which was three, could not be constituted by the two remaining members, and that, consequently, there was no board in existence when the building line was prescribed. Pearson, J. (*ante*, p. 554), held that the objection must prevail, and declined to grant the injunction. He held that the choice of members to fill casual vacancies was "business" within the meaning of rule 2, and that, therefore, there was no board when the building line was prescribed. The Court of Appeal (COTTON, LINDLEY, and BOWEN, L.JJ.) reversed the decision, holding that the proceedings for the filling up of the vacancies were validated by rule 9. COTTON, L.J., was of opinion that adding members to the board was "business" within rule 2; it was the business of filling up vacancies, and this was something which two members could not do. But he thought that rule 9 applied. The first part of that rule seemed to apply to a defect in the election of the whole board, but the subsequent words applied to elections of a member or members. Pearson, J., thought that there was no board, and that, therefore, the rule did not apply, but his lordship could not agree in that view. The word "board" was used in the Act in two senses—meaning, in some cases, the corporate body, and in others the persons constituting the board. In this case it meant the corporation. The corporation had not come to an end, but it still existed, and, in his lordship's opinion, rule 9 cured the defect in the act of the two members. That which had been done by the board, though irregularly constituted, could not be held to be ineffectual. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, Cookson, Q.C., and *Corrie Grant*; *Cosens-Hardy*, Q.C., and *Ashton Cross*. SOLICITORS, *Wood, Bird, & Wood*; *Speechley, Mumford, & Co.*

HIGH COURT OF JUSTICE.

PRACTICE—INTEREST—COSTS—DATE OF COMMENCEMENT OF INTEREST—R. S. C., 1883, APP. H., Nos. 1, 3.—In a case of *In re The London Wharfing and Warehouse Company*, before Chitty, J., on the 24th and 25th ult., the question arose as to whether interest on costs ordered to be paid by a judgment runs from the date of the judgment or the date of taxation. It was submitted that the practice under R. S. C., 1883, was to give interest from the former date, and the decision of Field, J., in *Pyman v. Burt* (28 SOLICITORS' JOURNAL, 428), recently followed in *Landowners West of England, &c., Company v. Ashford* (33 W. R. 41), was cited in support of that contention, and R. S. C., 1883, App. H., Forms Nos. 1 and 3, were referred to as showing that the date of the taxing master's *allocatur* was no longer the period from which interest was payable. CHITTY, J., said that he had caused inquiries to be made of the masters of the Supreme Court, with the result that it was stated to be now the settled practice that interest should run from the date of the judgment. He had no doubt that the practice was well settled, and he therefore held that the interest was payable as from that date.—COUNSEL, *Northmore Lawrence*; *Ince*, Q.C., and *Ingle Joyce*. SOLICITORS, *Stibbard, Gibson, & Co.*; *Kingsford, Dorman & Co.*

R. S. C., 1883, ORD. 25, R. 4—PROCEEDINGS IN LIEU OF DEMURRER—APPLICATION TO STRIKE OUT AMENDED STATEMENT OF CLAIM AFTER DELIVERY OF DEFENCE TO ORIGINAL STATEMENT OF CLAIM.—In a case of *Joshua v. Rees*, before Pearson, J., on the 28th ult., a question arose as to striking out a statement of claim. The first defendant delivered a defence to an original statement of claim, and the plaintiff then amended his statement of claim. New allegations were introduced in the amended statement of claim, but nothing was struck out as regarded the first defendant. The case as against him was not altered, and the same relief exactly was sought as against him. He applied, under rule 4 of order 25, to have the amended statement of claim struck out, and the action dismissed, with costs, as against him, on the ground that the amended statement of claim disclosed no reasonable cause of action against him. PEARSON, J., refused

the application. He said that regard must be had to the old practice of the Court of Chancery with regard to demurrers. The old rule was that a defendant who had answered a bill could not, when the bill was afterwards amended, demur to anything which he had already answered; and, though the form of procedure had now been altered, this rule equally applied. The defendant, having put in a defence, could not now apply, under rule 4, to have the action, which, as against him, remained substantially unaltered by the amendments, dismissed.—COUNSEL, *H. Terrell*; *T. Lee Roberts*. SOLICITORS, *Bridges, Sawtell, & Co.*; *Toulmin, Smith, & Fuller*.

WILL—VESTED OR CONTINGENT GIFT—TRUST OF THE INCOME OF STOCKS AND SHARES TILL MARRIAGE, WITH DIRECTION TO HAND THEM OVER UPON MARRIAGE.—In a case of *In re Wrey, Stuart v. Wrey*, before Kay, J., on the 29th ult., the point arose as to whether the following gift conferred a vested or contingent interest:—"All the rest of my stocks and shares, whosoever and whatsoever invested, I give to my executors and trustees upon trust to pay the dividends and interest thereof to my great nephew, G. E. B. W., until his marriage, and at the time of his marriage to hand over the stocks and shares to the said G. E. B. W." There was no gift over in the event of G. E. B. W. not marrying. Kay, J., held that this gift conferred a vested interest, being of opinion that if the handing over of the stocks and shares had been directed upon G. E. B. W. reaching a certain age, the gift would have been vested, and holding that the time fixed being the period of his marriage, must have the same effect.—COUNSEL, *Vaughan Hawkins*; *Coltman*. SOLICITORS for all parties, *Farrer & Co.*

SETTLED LAND ACT, 1882, ss. 3, 4, 31, AND 50—57—POWERS OF TENANT FOR LIFE—TENANT FOR LIFE SELLING AFTER ADMINISTRATION JUDGMENT.—In the case of *Re Earl Cardigan's Settled Estates, Cardigan v. Curzon-Howe*, before Chitty, J., on the 25th and 27th ult., the question arose whether a tenant for life of settled estates who had, in 1869, instituted and obtained a decree in a suit for the administration of the trusts of the settlement, was in a position to exercise, without leave of the court, the powers of alienation conferred upon a tenant for life by the Settled Land Act, 1882, the estate still being administered under the decree. The defendants in the action were trustees, with a power of sale. Chitty, J., said that the general policy of the Act, as deduced from its particular provisions, was to confer on the present generation of landowners a greater power of alienation than they possessed at the passing of the Act, and the Act struck off fetters which, in process of time, had been placed upon the owners' power of alienation. The powers conferred by the Act on a tenant for life were, by the terms of section 58, rendered paramount to the powers contained in the settlement. His lordship, in reference to sections 3, 4, 31, and 50—57, came to the conclusion that the effect of the Act was to give the tenant for life an overriding power, and to preclude the settlor from destroying, and the tenant for life from impairing, that power. It would, therefore, be very strange if a decree obtained in a suit instituted before the passing of the Act should limit the powers conferred upon a tenant for life. If the sanction of the court were necessary, that would be placing a fetter upon a power which was meant by the Legislature to be unfettered. He was not obliged to decide what would have been the case had judgment been subsequent to the Act. He might, however, say that in that event, for similar reasons, he would have come to the same conclusion.—COUNSEL, *Romer, Q.C.*, and *Nalder*; *Ince, Q.C.*, and *C. T. Simpson*; *Anglo Joyce*; *Stallard*; *Northmore Lawrence*. SOLICITORS, *A. R. & H. Steele*; *Blozam & Ellison*; *Roopers & Whateley*; *Duncan Warren, & Gardner*.

FORFEITURE OF LIFE INTEREST IN EVENT OF BANKRUPTCY—DISCHARGE OF BANKRUPT—RE-ASSIGNMENT BY TRUSTEE TO BANKRUPT BEFORE ANY CLAIM TO INCOME.—In a case of *Robertson v. Richardson*, before Pearson, J., on the 16th inst., the question was whether a clause in a settlement, forfeiting a life interest in the event of the tenant for life's bankruptcy, had taken effect. The settlement gave the income of a fund brought into settlement by the wife, after her death, to the husband for his life, provided that, if he should become bankrupt, or file a liquidation petition, the trust of the income declared in his favour should cease, and, during the remainder of his life, the trustees might, at their discretion, apply the income, or any part thereof, for the support and benefit of the husband and two children of the wife, or any one or more of them. In August, 1881, the husband filed a liquidation petition, and, in October, a trustee of his property was appointed. In December, 1882, the creditors granted him a discharge, in consideration of the payment of £400 by his friends. The discharge was certified in January, 1883. In April, 1884, the wife died. The action was then brought by the infant children of the wife against the trustees of the deed, for the execution of the trusts of the deed. In May, 1884, judgment was pronounced for the execution of the trusts. In July, 1884, an order was made in the action, giving the trustees liberty to pay the debtor £10 a week so long as he properly maintained the infants during their respective minorities, or until further order, and also giving the trustees power to apply certain specified sums per annum for the clothing, &c., of the infants during their respective minorities, or until further order. The trustee in the liquidation never made any claim to the income of the settled fund, but the liquidation proceedings had never been formally closed. In March, 1875, the trustee in the liquidation, in consideration of £175 paid to him by the debtor, granted to the debtor all and singular the real and personal estate of whatever kind, of or to which the debtor was, at the commencement of the liquidation, or subsequently to the date of his discharge, seised, possessed, or entitled

(other than such estate as had been already received by the trustee). On the 28th of March, 1885, an order was made in the action, giving the trustees of the settlement liberty to continue the payment to the husband, on his undertaking to apply all moneys so paid in (*inter alia*) properly maintaining the infant plaintiffs. This order was made without prejudice to any question. On the further consideration of the action, the question arose whether the husband had forfeited his life interest under the settlement. On his behalf, reliance was placed on *White v. Chitty* (L. R. 1 Eq. 372), *Lloyd v. Lloyd* (L. R. 2 Eq. 722), and *Ancona v. Waddell* (L. R. 10 Ch. D. 157), as showing that the clause of forfeiture had not taken effect, because, before any claim had been made by the trustee to the income of the bankrupt, he had obtained his discharge, and the trustee had re-assigned to him all his property except what the trustee had already realized. Pearson, J., held that the forfeiture had taken effect. He said that the cases cited were distinguishable, because in them the bankruptcy had been annulled before any income had accrued due which the trustee could possibly have received had there been no forfeiture clause. In the present case, before the re-assignment by the trustee, income had accrued due which, had there been no forfeiture clause, the trustee might have received had he chosen to claim it.—COUNSEL, *Haldane*; *Cookson, Q.C.*, and *J. W. Middleton*; *Levett*; *C. Church*. SOLICITORS, *Frank Richardson & Sadler*; *Hutton & Westcott*; *F. G. & J. G. Braikenridge*.

MIDDLESEX SESSIONS.

(Before Mr. FORSYTH, Q.C., and other Justices.)

July 25.—*Kay, Appellant*; *The Parish of Finchley, Respondents*.

In this case, Mr. Philip Kay, of The Nurseries, Long-lane, Finchley, appealed against a general district rate of 1s. 2d. in the pound. Forest Fulton appeared for the appellant; Bartly Dennis for the respondents.

It was stated that this was a friendly appeal, made in order to obtain a decision as to the interpretation of section 211 of the Public Health Act, 1875. A sub-section of that Act provided that all woodlands, market gardens, or nursery grounds should be assessed at only one-quarter of the annual value. The appellant owned about two-and-a-half acres of ground, of which two acres were covered with glass-houses used for the purpose of forcing fruit and flowers for the early markets. For the appellant it was contended that such property came within the exemptions specified by the Act. In support of the appellant's case, Mr. Charles F. Jones, surveyor, and Mr. Morris, of the firm of Protheroe & Morris, horticultural auctioneers, were called, and both stated that, in their opinion, the glass erections in question were nurseries, and that the appellant's property could only be described as a market garden or nursery ground. For the respondents (the Parish of Finchley) it was contended that the Act was only meant to cover arable land or pasturage, or such gardens or grounds as were used to grow fruit and flowers by the agency of nature unassisted. In the present case there were no "grounds," all the growing being done in what were unmistakably buildings—horticultural buildings. The appellant had admitted that these buildings had cost him £7,000 to erect, and that he annually sold many thousands of pounds of grapes at from 2s. to 12s. a pound, besides flowers, the profit from which equalled that made on fruit. The appellant had, in fact, as much advantage from the expenditure of the rates as if his property was an ordinary manufactory, and he made his money by selling cloth instead of grapes.

The Bench decided to allow the appeal. In their opinion the appellant's property was within the exemptions mentioned in the sub-section of the Act. In answer to Mr. Dennis, however, Mr. Forsyth said the opinion of the Bench was that it was by no means a clear case, and that they would certainly grant a case for a superior court. Each side must pay its own costs.—*Times*.

CASES AFFECTING SOLICITORS.

COSTS—TAXATION—ALLOWANCE OF REFRESHERS TO COUNSEL ON APPEAL—DISCRETION OF TAXING MASTER.—R. S. C., 1883, ORD. 65, R. 27 (48).—In a case of *Edgington v. Fitzmaurice*, before Pearson, J., on the 27th ult., there was a question as to the allowance of refreshers to counsel on the hearing of an appeal which had occupied several days. Rule 27 (48) of order 65 provides for the allowance of refresher fees "when any cause or matter is to be tried or heard upon *videlicet* evidence in open court," and also "when the evidence in chief is not taken *videlicet* evidence, if the trial or hearing shall be substantially prolonged" beyond the period of five hours "by the cross-examination of witnesses whose affidavits or depositions have been used." In the present case the defendants' appeal was dismissed with costs. The hearing of the appeal occupied several days, but no evidence in chief was taken *videlicet* evidence, and no witnesses were cross-examined. The plaintiff was represented on the appeal by three counsel—two Queen's Counsel and a junior. The bill of costs of the plaintiff's solicitor as carried in for taxation contained the following payments to the three counsel: the leading counsel, fee on brief eighty guineas, the second counsel, fee on brief sixty guineas, and the junior counsel, fee on brief forty guineas. (On the trial in the court below the following fees had been allowed on taxation to the same counsel respectively: Eighty guineas, fifty-five guineas, and thirty guineas.) The bill also contained payments of refreshers to each of the counsel. On taxation the taxing master allowed for the fees on the briefs, respectively, eighty guineas, sixty guineas, and thirty-eight guineas, and he reduced the amounts of the refreshers respectively to thirty guineas, fourteen guineas, and fifteen guineas. The defendants objected that refreshers could not be allowed at all, because no evidence in chief had

been taken *ex parte* on the hearing of the appeal and no witnesses had been cross-examined. The taxing master's answer to the objection was that the amounts of the fees which he had allowed were to be taken as a whole, and not as refreshers, and that he considered the amounts which he had allowed not excessive, having regard to the time occupied in the hearing of the appeal, the bulk of papers, and the importance of the case. The defendants took out a summons to review the taxation, so far as regarded the amounts of the refresher fees which had been allowed. It was contended that the taxing master could not allow refreshers indirectly when he could not allow them *ex nomine*; that, having exercised his discretion in allowing fees on the briefs of a larger amount than the fees at the original trial, he could not again increase the amount of the fees which he had allowed; and that, at any rate, he could not allow fees as fees on the briefs exceeding in amount the fees which the solicitors had actually marked on the appeal briefs. PEARSON, J., affirmed the decision of the taxing master. He said that the solicitor had made a mistake in supposing that refreshers to counsel could be allowed, and he had fixed the amounts of the fees on the briefs on the supposition that refreshers would be allowed. He had done by two steps that which he could properly have done by one, and there was no reason why this mistake should prevent the payment of fees which the taxing master thought fit and proper under the circumstances, and which he would have allowed if they had been originally claimed as fees on the briefs.—COUNSEL, *A. Young; Cozens-Hardy, Q.C., and Willis Bund. SOLICITORS, Markby, Stewart, & Co.; Croudy, Son, & Tarry.*

SOLICITOR AND CLIENT—SOLICITOR FOR CO-DEFENDANTS—JOINT RETAINER—CO-DEFENDANTS SEPARATING—DISCHARGE OF SOLICITOR—PRIVILEGED COMMUNICATIONS.—In the case of *In re Flint, deceased, Coppock v. Vaughan*, before Chitty, J., on the 24th ult., being an action against three co-trustees for the execution of the trusts of a will of a deceased testator, a motion was made by one of the co-defendants to restrain the solicitors who had acted as solicitors in the action for the defendants, but had recently discharged themselves from acting for the applicant, from further acting in the action for the other two defendants. It appeared that the plaintiff alleged unauthorized investments and non-investment on the part of the defendants, and that the applicant was alleged by his two co-trustees to be in the event of any liability, primarily liable. It was contended on behalf of the applicant that the cases showed that the principle was that no solicitor could act against his former client, citing *Davies v. Clough* (8 Sim. 262); *Little v. Kingwood Collieries Company* (26 SOLICITORS' JOURNAL, 475, L. R. 20 Ch. D. 733); *Biggs v. Head* (Sausse & Scully, 335); and *Waller v. Fowler* (*Ibid.* 369). CHITTY, J., said that there was no precedent for the applicant's proposition. The interference of the court was founded on the principle that a former client was entitled to protection against disclosures to an adversary of confidential communications made to the solicitor when acting for him. In the case before the court there was a joint retainer, and the solicitors had never previously to such retainer acted for the applicant. All the communications were made for a common purpose, and if the applicant had made any communications they were for the common benefit, and, in so far as the co-defendants were concerned in the action, were not confidential. It was said that there might have actually been confidential communications which as yet the co-defendants had not been acquainted with, but that was immaterial. All that was material was that the object of the communications was a common one, and the solicitors would not be acting in contravention of their duty if they disclosed to the co-defendants any statements obtained from the applicant. In doing so the solicitors would not be violating any confidence, and it would be wrong to deprive the co-defendants of the services of the solicitors who had been acting for them. The motion was dismissed, with costs.—COUNSEL, *Whitehorn, Q.C., and R. F. Norton; Romer, Q.C., and W. Phipson Beale. SOLICITORS, Pitman & Sons; Sharpe, Parkers, Pritchard, & Sharpe, for J. & J. Hibbert, Hyde, Cheshire.*

SOLICITOR—PARTNERSHIP—ACTION—COMPROMISE—23 & 24 VICT. c. 127, s. 28.—In a summons in an action of *Rowlands v. Williams*, before Kay, J., on the 28th ult., the point arose as to whether, under the circumstances, a solicitor was entitled to a charging order under the 23 & 24 Vict. c. 127, s. 28. Some of the partners in a business brought an action against the other partner for the dissolution of the partnership and the winding up of the business. The defendant partner counter-claimed. By way of compromising the action, an order was agreed to between the parties for the taxation of the costs of the plaintiffs and defendant, as between solicitor and client, and staying all proceedings in the action, except for the purpose of enforcing an agreement, set out in the schedule thereto. The agreement provided for dissolving the partnership, for the sale of the partnership property, and for the costs of the parties being paid out of the estate. The parties afterwards agreed that all litigation should be put an end to, and the business carried on as before the commencement of the action. The defendant's solicitor, by this summons, asked for a declaration, under 23 & 24 Vict. c. 127, charging his costs, in consequence of the order by way of compromise above referred to, upon the shares of the plaintiffs and defendant in the partnership property, or, in the alternative (and this the defendant did not resist), upon the defendant's share only. KAY, J., held that the solicitor of the defendant was not entitled to a charging order upon the shares of the plaintiffs, as they had not been recovered or preserved through his instrumentality, and that he could not enforce the order by way of compromise, the only persons entitled to do that being the parties themselves.—COUNSEL, *G. Hastings, Q.C., and Hadley, for the applicant; B. B. Rogers, for the plaintiffs. SOLICITORS, J. J. Wrenmore, for Speckett & Sons, Pontypridd; Daniel Morgan & Son, for Morgan & Green, Cardiff.*

SOCIETIES.

INCORPORATED LAW SOCIETY.

ADJOURNED ANNUAL MEETING.

The adjourned annual general meeting of the Incorporated Law Society was held on Friday, the 24th ult., at the society's hall, Chancery-lane, the president, Mr. HENRY ROSCOE, taking the chair.

MEETINGS OF THE SOCIETY.

THE PRESIDENT: As this is the first time I have had the honour of presiding over your meeting as president, I shall ask you to assist me with your best endeavours to conduct the proceedings at these meetings with order and propriety. I do not say that with any feeling that they have not been so conducted in the past; but certainly occasionally the debates have been a little warmer than was quite pleasant. I should always deprecate that. We are all very human in such matters, and no doubt it is difficult sometimes to answer a statement with which we do not agree in the most absolutely temperate manner; but every gentleman, in endeavouring to do so, will be doing what he can for the honour and dignity of the society, and particularly for the benefit of those gentlemen who come here at considerable personal inconvenience to attend these meetings. I shall only add that we are all busy members of a busy profession, and if the speeches can be curtailed and reduced as far as possible, it will be found beneficial, and will be greatly appreciated by those on this side of the table, as I am sure it will be by those on the other. Before calling upon Mr. Fox, who, I think, is in possession of the meeting, and was speaking when we were last here, I should like to say that I think it is due to the members to say what view the council takes with regard to these proposed evening meetings. We should be very far from wishing to do anything which, in the opinion of the members of the society, would be likely to be for their disadvantage generally, or for that of the profession at large, and we have, with the object of meeting these views of the members, increased the number of our general meetings, which formerly were very few—in fact, we had only one annually. And we have also our country meeting, which is of a very pleasing and agreeable character, and at which I shall hope to see many of the members who are here present next October. Therefore, we have really four general meetings in the course of the year, and I think, for all practical business purposes—and we are a practical and business-like body—that is quite sufficient for the conduct of all business connected with the society, or of interest to the profession. I think this is shown to be so, because we do not find the variety of subjects discussed is very great. We have a great deal of discussion, but it generally arises to a very great extent upon one or two matters which are not of the greatest interest to the society. We have, for instance, a great deal of discussion upon the accounts which may or may not be deserving of such comments, but there is a great deal of time occupied with matters which I cannot myself think, and I do not know that the general members of the society think, to be of the highest possible importance. I think that if the time at these meetings were occupied in a different way we might, perhaps, receive benefit from it. But, at all events, there is time for the discussion of all reasonable and proper professional subjects, and particularly subjects which affect the society; and we do not think, looking to the fact that the great majority of our members in London do not live in the immediate neighbourhood of their places of business, and that a large portion of our body reside in the country, in which case it would be impossible to come up to attend evening meetings—looking at all these circumstances, we think these evening meetings would be a waste of time, and would degenerate into small and, perhaps, ignoble gatherings, which would not be conducive either to the benefit or the dignity of the society. The council would, of course, make every effort to carry out the wishes of the members, but for these reasons we must deprecate, although we can do no more, the passing this resolution which Mr. Rubinstein has proposed. I will now call upon Mr. Fox to continue the discussion on the following motion:—"That it is desirable that monthly evening meetings of the society should be held in London during the sittings of the law courts, for the reading of papers and the discussion of matters of professional interest; and that the day meetings in London at present held (except the annual general meeting in July and the general meeting in January) should be discontinued."

Mr. Fox not being present.

Mr. FORD remarked that if the motion was adopted it would be productive of great good to the society. No more inconvenient time than two o'clock could be selected, and only a handful of members could attend at that hour, and that handful was composed of members of the club who had come to lunch.

Mr. DAY (London) rose to order. They were not discussing the club question.

The PRESIDENT hoped Mr. Ford would try and keep the subject of the club out.

Mr. FORD urged that if the meetings were held at seven o'clock in the evening they would be crowded with members anxious to take an interest in the affairs of the society.

Mr. E. KIMBER (London) rose to support the motion. He did not agree with the president that the four general meetings were sufficient for the discussion of topics connected with the society and the profession. He asked the council whether there was a single subject in the report which was ever adequately discussed at these meetings.

The PRESIDENT was afraid Mr. Kimber had already spoken. He seconded the motion.

Mr. KIMBER: I formally seconded it without speaking.

The PRESIDENT ruled that Mr. Kimber was not now entitled to make a speech.

Mr. L. M. BIDEN (London) said that there were not half-a-dozen members present who had been admitted less than six years. Most of the gentlemen present, he had no doubt, had able managing clerks to whom they could leave their business, but the younger members of the profession hesitated about joining the society because they could not attend these afternoon meetings. Monthly meetings in the evening would give the younger members a better chance of speaking as to the difficulties in the way of practice. Very few of the members present were conversant with the practice of judges' chambers, and if the younger members were present they could materially assist as to the general work of solicitors. He asserted that the evening meetings would be well attended, and as a proof instanced the evening meetings of the other learned societies, where able papers were read, and the many who attended derived great benefit.

Mr. HOWLETT (Brighton) asked that a little consideration might be given to the country members. The society would be bound by what took place at those meetings, and these daily meetings would, for the most part, be discontinued. The country members numbered between one-third and one-half of the whole body, and it would be utterly impossible for them to attend these meetings. Two o'clock in the day was a very convenient time for them, and many country members made very great sacrifices in order to attend; but six or seven or eight in the evening would be absolutely prohibitory.

Mr. PHILLIMORE (London) said that only one of the daily meetings was proposed to be abolished, and it would certainly be a convenience for London members if they could discuss legal topics at the evening meetings. The daily meetings were more than sufficient to discuss the private business of the society.

Mr. LEVINTON (London) supported the motion. He said the members of the club met here in the evening, and the argument that members would not be able to attend was, therefore, a weak one.

Mr. KIMBER again attempted to address the meeting, but was met with loud cries of "Order!"

The PRESIDENT: You are out of order.

Mr. KIMBER: I think you are. I will show you that you are out of order.

The PRESIDENT: I would rather not, please. I have ruled you out of order. If I am wrong, you must set me right in some other way. I am presiding, and I must be allowed to decide.

Mr. PHILLIMORE said that, if Mr. Kimber was dissatisfied, his proper course would be to move a vote of censure upon the president at the next meeting.

Mr. KIMBER: I dispute the ruling of the president, and I give notice that I will move a vote of censure.

Mr. BRISTOW (London) said the real practical question was whether the members were so satisfied with the business done at the present general meetings as to wish to increase their number by ten, to be held at an altogether different, and perhaps inconvenient, time of the day. These meetings were intended to be meetings of the society—the resolution said so; they were to be for the discussion of matters of professional interest, which were exactly the subjects which were discussed at their ordinary meetings. It struck him, from the attendance at their present meetings, that a large number of the members had considerable doubt as to the utility or advantage to be derived from them. When he was president, he took a great deal of trouble to endeavour to get a good attendance at these meetings, and called upon a number of the leading members of the profession with this object, but he always got one of two answers—either that no good came of the meetings, for nothing was discussed which was of practical utility, or else he was told that the members had selected a number of gentlemen to represent them on the council, and they were perfectly satisfied to leave the affairs of the society in their hands. Looking at the business which took place, and taking the last three or four meetings as a sample, was it not a fact that nearly the whole of the business was initiated by two or three members, and that a great deal of it had been, time after time, if not in so many words, yet in substance, disposed of at previous meetings? And were not a great many of the questions which were raised those which might much more appropriately be dealt with by the council? It was impossible to see that many of the matters brought forward were such as should be discussed at a general meeting, or that their time should be taken up in hearing questions asked, or in getting questions answered which might much better have been answered by the secretary if the member had chosen to go to him. For instance, one gentleman wanted to know if the lavatory had cost more than £500. He could have got the answer just as well from the secretary. And, if the meeting were told, there was not one in fifty capable of saying whether the expenditure had been wise or otherwise. The members simply said they wanted a lavatory, and they left the details to the council, trusting that they would carry them out with the same care that they would exercise in their own private houses. There could be no objection to the discussion of accounts as far as a matter of principle, but the discussion was carried to much greater lengths, and it seemed to him that the gentleman who constantly put questions about the accounts might bear in mind that no two accountants ever had, or ever could possibly, agree as to the way in which figures ought to be stated. He was sure that, if that gentleman were to be brought to this side of the table and made the chairman of the Finance Committee, so that he had an opportunity of stating the accounts in his own way, then a consequence of this translation would be that his mantle, like that of Elijah of old, would be sure to descend upon another Elisha, and, perhaps, with a double portion of his spirit, and his accounts would be pulled to pieces, just as was the case at present. If the members of the society would not come here at two o'clock, what chance was there of getting them to meet in the evening? and, unless a large number attended, there would be no

fairness or propriety in resolutions being passed and going forth as being resolutions of a general meeting. It was clear that, after discussing subjects, they must pass resolutions, and one day they would find that some exceedingly small meeting had passed resolutions to which the members, both in town and the country, who had had no chance of being present, were altogether opposed. One speaker had said they ought to have meetings for the benefit of the younger members. But was it not rather the case that the members would prefer not to be committed to resolutions passed by the younger members? They would rather have a little more mature judgment brought to bear upon them. But, if they wanted to have resolutions of that kind, was there any objection to a number of these gentlemen combining themselves into a sort of senior discussion class and confining themselves entirely to the consideration of papers on different subjects. But these must not be meetings of the society—that was the point he wished to impress upon the meeting. They must not pass resolutions, and the council must not be committed to anything they said or did. The case of the society was different from that of the scientific societies. These always had a number of objects of interest connected with new discoveries or something of that kind which constantly created fresh interest and brought the members together. The society really had nothing of that sort, and were altogether a different body, and he held that it would be a very great pity if they had any more of these meetings. He was not sure that the present meetings helped to keep the society together, and he thought a greater number would probably, in the end, wreck the society.

Mr. RICHARDSON (London) had understood the president to suggest that the subject should be postponed until the October meeting.

The PRESIDENT said he had simply expressed the views of the council, and then proceeded with the matter as it stood on the paper.

Mr. RICHARDSON thought it would be better to postpone the further consideration of the matter.

Mr. NEWMAN (London) hoped the matter would be decided. He had not heard any convincing argument in favour of the motion. Meetings for discussion could take place by any persons who chose to call them, but the members did not want them as meetings of the society *quid* society.

A MEMBER, whose name did not transpire, urged that the meetings should be tried by way of experiment. If there was no corresponding benefit, they might be abandoned.

Mr. RUBINSTEIN, in reply, said there were two classes of business in a society like this to provide for, one relating to the constitution and regulation of the society, the other to reading papers and discussing general questions of interest to the profession. The first, he admitted, need not be discussed at great length, but it was utterly impossible to properly consider the second at such meetings as were now held. After enumerating several subjects which ought to be considered, he urged that there would be no difficulty in getting the country members to come up in the evening to attend the meetings. If he might be allowed, he would suggest that the subject should be referred to a committee for consideration.

The PRESIDENT: You are not moving an amendment upon your own resolution?

Mr. RUBINSTEIN said he was only making a suggestion. The business which would be brought before the members at the evening meetings would ensure a full attendance.

The motion was negatived by 67 votes to 19.

Mr. MACARTHUR said the majority included the club members.

The PRESIDENT: It includes all those members present who desire to hold up their hands.

COUNTY COURTS.

Mr. F. K. MUNTON (London) moved the following resolution:—"That the county court report as provisionally modified (after consultation between the committee and the council's committee) be accepted, and that the council be requested to place the same before the Lord Chancellor." He first gave a history of the proceedings which had resulted in the bringing up of the report, stating that three years ago at a meeting of the society a committee of the members was appointed to report on the whole subject of county courts. That committee reported that it was thought desirable that their report and the recommendations it contained should be considered by a sub-committee of the council. This had now been done, and the result was before the meeting, but nothing practical had yet been done with the report, and it was thought that the time had come when the society should adopt some of the recommendations which had been arrived at, especially those as to which there was no contest of opinion. He then proceeded to speak of the chief matters dealt with. The original report was that of a committee of the society appointed at a general meeting to report to the council on the practice and procedure of the county courts, and this report had afterwards been referred to a special committee of the council, whose report was also placed before the meeting. The committee reported that great care should be exercised in the appointments of county court judges, and a selection should be made from the roll of county court judges for promotion to the Supreme Court; in populous districts judges at higher salaries should be appointed. The special committee, without expressing an opinion as to the mode in which county court judges were selected, was of opinion that the practice of treating a seat on the county court bench as a bar to further promotion should be occasionally departed from, and that it was probably desirable that in important districts the salaries of judges should be higher than elsewhere. The committee reported that consolidation of the county courts and Acts, and uniformity of practice, were imperatively necessary. The special committee agreed that consolidation was needed, but absolute uniformity of practice in 500 courts, presided over by sixty judges, they believed to be impossible. The committee were of opinion that facilities

should be given to plaintiff and defendant to have their causes tried by a different judge in an adjoining circuit. The special committee could not adopt this suggestion. It might lead to oppression or delay, and would greatly increase the cost of litigation. The judge has power, under 19 & 20 Vict. c. 103, s. 22, to change the venue, and they thought this provision might be made more useful by allowing the change of venue to be dealt with by the registrar in chambers, subject to appeal to the judge. The committee thought the same facilities should be given for enforcing county court judgments as were available in the case of superior court judgments. The special committee thought the practice with reference to enforcing judgments of county courts unsatisfactory, but that reform should be effected by improving the system of enforcing county court judgments. The committee were of opinion that the concise forms of indorsements on writs of summons prescribed in the new rules should be made applicable to proceedings in the county court, and the special committee thought that all proceedings in common law, equity, and admiralty should, as far as practicable, be commenced in the same way by summons, so as to accord as much as possible with the practice in the Supreme Court. Another recommendation of the committee was that all courts should, where practicable, open not later than 10 a.m., and the court should not rise before 5 p.m., unless the business be earlier finished. The registrar should, on the opening of the court, take undefended cases, and cases under forty shillings, unless either party object. Plaintiff note and summons should state at what hour the judge sits, such hour being adhered to. All cases not finished should be tried at a sitting to be held within fourteen days, unless the parties agree to a longer adjournment, and monthly and bi-monthly courts should, as far as practicable, be held on the same day in the week; but the special committee thought this suggestion did not sufficiently allow for the fact that county court judges frequently travelled long distances to their courts, and were dependent on the railway. They believed that minute rules for the conduct of business applicable to the varying requirements of numerous courts could not be usefully or practically framed. Able men would be unwilling to accept appointments on the county court bench if they felt they could not be trusted to make the necessary arrangements for the proper conduct of their business. The reports further dealt with a number of subjects, such as order of hearing actions, issue of default summonses, scale of court fees, and so on; and the report of the members of the society concluded with the following paragraph:—"Subject to the foregoing suggestions for the improvement in the practice and procedure being substantially adopted, the concurrent (but not exclusive) common law jurisdiction of the county court might be usefully extended to £200." To this a note was appended as follows:—"The recommendation for concurrent extension to one hundred pounds was unanimous, but that for two hundred pounds was carried by the casting vote of the chairman." The special committee's comment was the following sentence:—"With reference to the proposed extension of the concurrent (but not exclusive) common law jurisdiction of the county courts, the committee are of opinion that the consideration of this subject should be reserved until after the proposed measure entitled the Supreme Court of Judicature (District Courts) Bill has been reported on by the special committee of the council to whom it has been referred." They further made the following suggestions for the extension of order 14 to the county courts:—"1. In all cases in which a default summons can now be issued for a sum exceeding £10 (i.e., in any action for a debt or liquidated money demand), the plaintiff should be at liberty, eight days after the service of the summons, to take out a summons, returnable before the registrar in chambers, calling on the defendant to state on affidavit whether he disputes the debt, or any part of it, and (shortly) on what grounds. The defendant should be warned not to make this affidavit merely for the sake of obtaining terms of payment. Where leave is given to defend, the costs of the summons should be made costs in the cause. The defendant should be informed, by notice indorsed on the summons, that if he has a defence to the action he must make an affidavit in answer to the summons, and that his costs of so doing will be paid if he succeeds in the action."

The President asked Mr. Munton if he would so frame his motion as to make it that the council committee be requested to reconsider their report with a view to further action on the subject in conjunction with the outside committee.

Mr. MUNTON: I want to go a little further, because we really want to get these resolutions to the Lord Chancellor. He thought the two reports should be referred to three gentlemen, say the chairman of that society's County Courts Committee (Mr. T. Collins), Mr. Marshall, of Leeds, and he (Mr. Munton) was willing, if the society wished it, to make the third, with a view of modifying the report so that it might be presented by the council to the Lord Chancellor in such a form as would meet the views of the society committee, and at the same time meet the views of the council committee wherever they objected to any part of it.

The President said Mr. Marshall had now drawn up the following resolution:—"That the council be requested to communicate with the Lord Chancellor so many of the recommendations of the report of the Committee on County Courts as they may agree with, and that the report be modified in accordance therewith and communicated to the Lord Chancellor;" then there would be, "and that Mr. Munton be requested to assist the council in making the necessary alterations in the report and recommendations."

Mr. MUNTON said he wanted this meeting to say that they were content not to hear of it again; that it was to go to two of three persons who represented particular bodies, and that after they had met and varied the form so as to carry out the various suggestions, their report might go to the council, and they would hear nothing further until the Lord Chancellor had replied to it.

Mr. C. T. SAUNDERS (Birmingham) seconded the motion. Mr. FORD supported the motion. The motion was carried unanimously.

REGISTRAR'S FEES.

Mr. PHILLIMORE, according to notice, asked the following question:—"How much was expended in 1884 by the society in their capacity of registrar of solicitors, and whether it is true that the expenditure exceeded the receipts from the statutory fees?"

The President said: The matter was really dealt with by Mr. Pennington in a very careful way on the last occasion when speaking on the accounts, but there is only one individual item, which is on the disbursements side of the accounts, which is affected, and that is the £419 18s. 4d. in respect of "expenses connected with the preparation and issue of registrar's certificates." We have to consider that a great part of the staff, and a great part of the building, are occupied with the business connected with articulated clerks, and if you were to make a reasonable estimate of the proportion between the educational branch, the registrars' branch, and the general expenses of the society, it would be more than exhausted, as is suggested in the question. I know Mr. Phillimore does not like that mode of dealing with it, but we have done our best to explain why we do not attempt to apportion in figures the whole expenses between these three objects. All we can say is that that has been our view, and we have done our best in the report to explain how that is. The council answer the question in that way, that the item I have read to you is the only item which has reference to that subject, but that, if a fair proportion of the general expenses were awarded to this object, they would more than absorb all that we have received.

Mr. PHILLIMORE said that the secretary had stated that the expenditure exceeded the receipts. He (Mr. Phillimore) understood now that the council only thought it probably might do so.

The President said it might be put that way if Mr. Phillimore wished.

Mr. PHILLIMORE: But you don't know.

The President: We cannot say, because we cannot apportion it down to pounds, shillings, and pence, exactly. We have no basis of apportionment upon which we could do it.

ARTICLED CLERKS' FEES.

Mr. PHILLIMORE then asked, "How much was spent in 1884 upon the education and examination of articulated clerks and persons intending to become articulated clerks?"

The President said this question was nearly the same. There were a large number of items which he had marked on the balance sheet before him, but with which he would not trouble the meeting, which were affected, and which showed that a very considerable sum was expended, especially with regard to articulated clerks. But there was also the same vague item with regard to the apportionment, and the council considered that more than the amount received from the Articled Clerks' Fund was absorbed.

COSTS FROM SOLICITORS, &c.

Mr. PHILLIMORE further asked: "Have any costs been received in prosecutions undertaken by the society during the year 1884? and, if so, why have the same not been accounted for amongst the receipts in the annual financial statement, in accordance with the undertaking given by the president at the last annual meeting?"

The President: This question was answered by Mr. Pennington on the last occasion. There was a small sum received by the council on account of these costs, and it is only by an accident that it is not specifically mentioned in the account.

Mr. PHILLIMORE asked that it might appear in the account in future.

EXAMINATION ROOMS.

Mr. PHILLIMORE again asked: "Has any rent been paid by the society, and, if so, how much, for the use of examination rooms for articulated clerks and others?"

The President: Seven guineas has been paid on this account. We found it necessary to hire additional accommodation on one occasion.

Mr. PHILLIMORE: Is that last year?

The Secretary: Last year.

The President: Generally speaking, the accommodation afforded by the building is quite sufficient; but occasionally there is a slight overflow.

THE ACCOUNTS.

Mr. PHILLIMORE moved the following resolution:—"That this meeting requests the council, for the future, to supply separate annual accounts in respect of (a.) the expenditure of the society in its private capacity; (b.) the expenditure in respect of the duties of registrar of solicitors; (c.) the expenditure of the fees received from articulated clerks." He said this resolution went to the whole principle of the accounts. He submitted that the whole system was on a wrong basis. The council admitted that they had got into a mess, and did not know how to get out of it.

The President: Oh, no.

Mr. PHILLIMORE said he had received letters from solicitors in various parts of the country commending his action. The words of the Act proved that the society were bound to render an account.

The President: To a particular authority; and that particular authority to whom the account is rendered under the Act does not complain.

Mr. PHILLIMORE said that it did not follow that the account could not be complained of, and he should go to headquarters if he could not get

the matter remedied. He then went on to criticise several details of the accounts.

Mr. PARKER asked if this was not out of order. The accounts had been passed.

The PRESIDENT asked Mr. Phillimore to confine himself as much as possible to the motion.

Mr. PHILLIMORE continued, and was called to order several times.

The PRESIDENT said Mr. Phillimore was telling them exactly what he said at the former meeting.

Mr. PHILLIMORE said he would prefer to discuss the question with the council privately, because it was not a matter for a meeting like this. He urged that the Medical Council dealt with four distinct funds, and kept the accounts separate.

Mr. FORD seconded the motion, and said that an action would soon be pending calling upon the council to comply with the section of the Act of 1877, which dealt with the fees received from articulated clerks.

Mr. KIMBER said it had been proved by Mr. Phillimore that more money was received from the articulated clerks than was expended for their benefit, and the surplus was devoted to the benefit of the members of the club, because the articulated clerks might otherwise have the advantage of the premises the club men occupied.

The motion was negatived by 38 votes to 12.

CERTIFICATE DUTY.

Mr. PHILLIMORE moved: "That this meeting requests the council to urge upon the Government the propriety of abolishing, or at least modifying, the annual certificate duty by—(a.) equalizing the amount of town and country certificates; (b.) intrusting the collection to the Income Tax Commissioners, with instructions to assess the duty in a similar manner to income tax—viz., by exempting those whose incomes are less than £150, with partial exemption for those less than £400." He said the secretary had received a circular advocating this, which was signed by a large majority of the solicitors in Nottingham.

The PRESIDENT: No; not a large majority.

Mr. PHILLIMORE said the number of signatures was seventy-one. He believed there were two petitions sent in from Nottingham and other towns urging the council to take action in the matter. He did not think a tax of this sort could fairly be placed on solicitors. The majority of solicitors did not get the benefit of the half-duty, which was permitted for the first three years after admission, because they did not begin to practise within that period.

Mr. H. S. CALDECOTT (London) seconded the motion.

Sir THOMAS PAINE (London) thought that, although it was not desirable to negative the motion, there were times and seasons for all things, and this was not the time to press it. They were all agreed that the tax was a disagreeable one; at the same time, they were not the only profession subject to some such tax. He moved, as an amendment, that the meeting proceed to the next business.

Mr. CHAMBERLAIN (London) seconded the motion.

Mr. PHILLIMORE suggested that the subject should be referred to a committee.

The amendment was carried by 43 votes to 8.

THE NEW LAVATORY.

Mr. MACARTHUR asked: "What amount beyond the £500 charged in the account for the year 1883 has been expended on the new lavatory?"

The PRESIDENT: My answer is £309 3s. 5d.

PROVINCIAL MEETING.

Mr. MACARTHUR asked: "What amount has been expended in respect of the annual provincial meeting at Birmingham, separately from the 'postages and sundries' with which it is mixed up in the annual account?"

The PRESIDENT: £36 14s.

THE CALENDAR.

Mr. MACARTHUR asked: "Whether it is intended to continue the publication of the Law Society's Calendar, seeing that the loss thereon, as shown by the annual accounts, was, for 1883, £109 and upwards; and for 1884, £395 and upwards?"

The PRESIDENT: I should say that we are intending to proceed with the publication of the Calendar for at least one year more. We are making fresh arrangements under which it will be edited by Messrs. Kelly, and if they succeed we propose to go on with it. At all events, we intend to give it one more year, and see how it succeeds.

REGISTRAR'S CERTIFICATES.

Mr. MACARTHUR moved: "That the amount received for the issue of registrar's certificates during the year ending 1884, appearing to be far in excess of the amount required for the performance of that duty, the council be requested to reduce the amount required for each certificate by one-half in future." He said the accounts showed that the society had received £3,396, and had expended £419. That left a balance of close upon £3,000, which the council said was kept in discharge of a portion of the rent, services of the staff, and so on. He contended that £3,000 for these services was far too much, and that one-half would be amply sufficient to pay all the charges connected with that branch of the society's business. Therefore, he submitted that the fee ought to be diminished by one-half.

Mr. CHARLTON (London) seconded the motion.

The PRESIDENT: The sum is fixed, by the regulations under the Act of Parliament, at 5s. We might, no doubt, proceed by way of appeal to the authorities to ask them to reduce the amount, but the council certainly do

not propose to do that. This society receives a considerable income from that source, and whether we should do very well without it I doubt; but, at all events, we do not propose to ask the authorities to reduce the fee. We think it quite time enough to do so when they make the suggestion to us.

The motion was negatived by a large majority, six members voting in its favour.

EXAMINATION FEES.

Mr. MACARTHUR moved as follows: "That the amount received during the year ending 1884 for examination fees being greatly in excess of the amount required for the performance of that duty, the council be requested to reduce those fees for the future by one-half." He said the council received about £11,000, and spent about £4,000, and used the remainder for the general purposes of the society.

The PRESIDENT: I think I may say that perhaps Mr. MacArthur hardly appreciates the amount of time and trouble the examinations and the articulated clerks' business generally necessitate, and the care and attention which are paid to it.

Mr. MACARTHUR said that the time the articulated clerks occupied, and the room they required, could not exceed the room and the time occupied by the club.

The motion was negatived by a large majority, eight members voting for it.

MR. FORD'S RESOLUTIONS.

Mr. Ford had given notice of a number of motions and questions dealing with the bye-laws, the club, the Calendar, legal education, and other matters, but on the PRESIDENT calling upon him to move the first resolution standing in his name it appeared that he had left the hall.

Mr. RICHARDSON said that the society ought to protest at finding the agenda paper filled, meeting after meeting, with notices of motion in the name of a gentleman who did not pay the members the courtesy of being present when the time came for moving them. They ought to protest against it.

The PRESIDENT: I don't know, sir. Mr. Ford is generally very attentive at these meetings. I cannot complain of Mr. Ford being absent.

A vote of thanks to the president, moved by Mr. NEWMAN, and seconded by Mr. FINCH, terminated the proceedings.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

The following candidates were successful at the Preliminary Examination held in July, 1885:—

Adams, Reginald Henry
Allen, George William
Allen, J. Edward T.
Axe, John William
Badham, Norman
Baines, Henry Verdon
Baker, Robert Benjamin
Baker, Reginald Henry Thurlow
Ball, Stanley Aubrey
Barnes, Henry Pearcey Lewis
Bell, Cecil Walker
Bell, John Laurence
Bennett, Cecil George
Berry, Albert George
Bew, James Albert Morris
Blagg, Ernest William Halcomb
Blake, Aubrey Aston
Botterill, Herbert
Bourne, Charles Wilfred
Bowling, Francis Heron
Bradbury, Wright
Bramall, Edward Reginald Dalton
Brierley, Herbert Edwin
Brooke, Charles Stuart T. P.
Bryant, William Hugh Owen Mansell
Bygott, Edward
Canham, Alfred Henry
Chapman, Alfred Wright
Clark, Thomas Edward
Clarke, Edward Warren
Coggan, Richard Randolph
Cook, Arthur Courtney
Comerford, James
Cowley, Edward Rowland
Cox, Oswald
Crimp, Harris Norman
Davies, Robert Owen
Davis, Daniel Thomas William
De Wet, Vernon Douglas
Diggle, John Squire
Edge, Sydney Vernon
Ellis, Hiram
Evans, Thomas
Evans, Worthington Laming
Farrar, Harold Reginald Ernest
Farrar, Robert James

Fernley, John Hetherington
Forster, Victor Henry Wadham
Forbes, James Ochozar
Gane, William Lawe
Gardener, Archibald
Gibson, Edward Morris
Gilmour, Horace
Girdlestone, Charles James
Glover, William Harold
Gocher, Leonard
Godwin, Charles Edward
Gofton, William Smith
Gossage, Ralph Howard
Gostling, Charles
Gray, John Neville
Greene, John Wollaston
Grummitt, Hugh Joseph
Gustard, Walter Stafford
Hamshaw, John Fischer Watson
Haton, Leonard Ernest
Hartley, James Herbert
Hawley, Ernest
Hayfield, Charles
Hingston, Reginald
Hitchins, Robert Lewis
Hodgson, Arthur Edwards
Hopewell, Edgar James
Horan, Edward
Hosgood, Sebastian
Howells, Harry Haywood
Hull, Percy Arthur
Hutchings, John Alfred
Iggulden, William Thurburn
Jee, John Christian
Jeffery, Ernest Charles
Jeffery, William Frederick
Johnson, Matthew Graham
Jones, Thomas Rees
Jones, Wilfred Harry
Jones, Herbert Baxter
Kitson, Robert Paul
Kruger, James Charles
Kurtz, Charles James Joshua
Lanyon, Vivian
Law-Wilson, Charles Joseph
Levy, Henry Frederick

Lloyd, Evelyn Charles
 Lockwood, William
 Lovegrove, William Frederic
 Ludford, Thomas Richard
 Manning, William Montague
 Marpole, David Williams
 Marsland, George
 Martyn, John Ley Kempthorne
 Masters, George
 May, Frank Morley
 Meech, Thomas
 Mills, Frederick William
 Mimpriss, Sydney Trevor
 Mitchell, Francis John
 Moore, Arthur William Dodwell
 Moore, Septimus Simpson Ward
 Morgan, Richard Rowland
 Neville, Edmund Hastings
 Newbegin, Ernest Warne
 Norton, Henry Edward
 Nuttall, Frank Dalley
 Palethorpe, Harry Hammersley
 Parr, William Scott
 Parry, Henry
 Pellatt, Henry
 Pemberton, Ernest
 Petre, John
 Pimbury, Ernest Francis Hastings
 Plews, Harold Richard Cunningham
 Poole, John
 Powell, Thomas Hopkins
 France, Miles Herbert
 Pratt, Alfred Ernest
 Price, Leoline H.
 Proctor, William
 Reddish, Henry Lupton
 Reed, Walter
 Rhodes, Arthur Elliot
 Richards, James Howard
 Richardson, Arnold
 Ritson, Cecil Spark
 Roberts, Tom Lee
 Roberts, Thomas William Wood
 Robertson, George John Tindal
 Rodgers, Reginald Arthur
 Rose, Frederick Septimus
 Rowe, Adrian James
 Rudge, Howard Nouaille

Rusbridger, Henry
 Salter, Herbert Derby
 Sandford, Leslie Gordon
 Saul, George Frederick
 Sayer, Charles Francis
 Scott, Henry Albert
 Scott, Walter Cecil
 Silvester, Roland Brewster
 Silvester, William Turgoose
 Slack, Robert Henry
 Stack, Maurice Redfern
 Stephens, Henry William
 Stooke, Charles
 Stops, William Henry
 Strover, John Bakewell
 Strut, Ernest
 Talbot, Reginald
 Tangye, Arthur Llewellyn
 Tanner, Henry Pinckney
 Taylor, Walter
 Thomas, John Douglas
 Thomas, Molyneux Frederick
 Thompson, Fred
 Thomson, William Percy
 Trethowan, William James
 Turner, Harold
 Turton, Alfred
 Veitch, Harry Morgan
 Verley, Leopold Charles Louis
 Walton, Herbert
 Walton, John Bailey
 Watkin, William Williams
 Watkins, George Floyd
 Watson, George
 Watson, John Howard
 Wheatley, James Byers
 Whiddett, William Joseph
 White, Alfred
 Wilson, John Wilford
 Windus, John Edward
 Wingfield, George Arthur
 Wood, Arthur
 Wood, Christopher William
 Wright, Jesse
 Wright, John
 Wrigley, Walter Grundy
 Young, Walter Plomer

LEGAL APPOINTMENTS.

Mr. GEORGE WHALE, solicitor, of 11, Queen Victoria-street, and of Woolwich, has been appointed Returning Officer for the Borough of Woolwich. Mr. Whale was admitted a solicitor in 1872. He is clerk to the Plumstead District Board of Works.

Mr. ALFRED MORRILL APPLETON, solicitor (of the firm of Middleton & Appleton), of Durham and Sedgfield, has been appointed Clerk to the Sedgfield Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Appleton was admitted a solicitor in 1877.

Mr. THOMAS COLPITTS GRANGER has been appointed a Revising Barrister. Mr. Granger is the third son of the late Mr. Thomas Colpitts Granger, Q.C., and was born in 1853. He was called to the bar at the Inner Temple in Hilary Term, 1874, and he practises on the North-Eastern Circuit, and at the Durham Sessions.

Mr. WILLIAM ELLIS GLOAG, advocate, sheriff of Stirlingshire and Dumbartonshire, has been appointed Sheriff of Perthshire, in succession to Mr. John Hay Atholl Macdonald, Q.C., who has been appointed Lord Advocate of Scotland.

Mr. RALPH KEKEWICH LOPES has been appointed a Revising Barrister. Mr. Lopes is the eldest son of Mr. Ralph Ludlow Lopes, recorder of Devizes, and nephew of Mr. Justice Lopes. He was born in 1852, and he was educated at Christ Church, Oxford. He was called to the bar at the Inner Temple in November, 1877, and he practises on the Western Circuit and at the Wiltshire, Bath, and Bristol Sessions.

Mr. WILLIAM APPLETON has been appointed a Revising Barrister. Mr. Appleton is the fourth son of the Rev. William James Appleton, vicar of Workop, and was born in 1846. He was called to the bar at the Inner Temple in Trinity Term, 1871, and he practises on the Midland Circuit, and at the Derbyshire, Nottinghamshire, and Lincolnshire Sessions.

Mr. THOMAS MILNES COLMORE has been appointed a Revising Barrister. Mr. Colmore is the eldest son of Mr. Thomas Colmore, and was born in 1845. He was educated at Brasenose College, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1869. Mr. Colmore practises on the Midland Circuit, and at the Warwickshire, Birmingham, and Coventry Sessions. He was appointed recorder of the borough of Warwick in 1882.

Mr. WILLIAM WALDRON RAVENHILL has been appointed a Revising Barrister. Mr. Ravenhill is the fifth son of Mr. John Ravenhill, of Ashton Gifford, Wiltshire, and was born in 1836. He was educated at Marlborough College, and at University College, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1862, and he practises on the Western Circuit and at the Wiltshire, Bath, and Bristol Sessions. Mr. Ravenhill was appointed recorder of the borough of Andover in 1872.

Mr. EDWARD WILBERFORCE has been appointed a Revising Barrister. Mr. Wilberforce is the second son of Archdeacon Robert Isaac Wilberforce, and was born in 1834. He was educated at Eton and at Trinity College, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1866, and he practises on the North-Eastern Circuit.

Mr. VINCENT THOMAS THOMPSON has been appointed a Revising Barrister. Mr. Thompson is the eldest son of Serjeant John Vincent Thompson, and was born in 1829. He was educated at Trinity College, Cambridge, and was called to the bar at Lincoln's-inn in Trinity Term, 1858. He practises on the North-Eastern Circuit, and he deputy-recorder of Leeds.

Mr. THOMAS WILLIAM BROGDEN has been appointed a Revising Barrister. Mr. Brogden is the son of Mr. Thomas John Nathaniel Brogden, of Lincoln, and was born in 1845. He was educated at St. John's College, Cambridge, and he was called to the bar at the Middle Temple in Michaelmas Term, 1868. He practises on the Midland Circuit.

DISSOLUTIONS OF PARTNERSHIPS, &c.

JOSEPH BINNEY, ARTHUR JOHN BINNEY, and ARNOLD MUIR WILSON, Solicitors, Sheffield. July 18. [Gazette, July 24.]

NEW ORDERS, &c.

RULES OF THE SUPREME COURT.

JULY, 1885.

NOTE.—The following rule may be cited, with reference to the Rules of the Supreme Court, 1883, as order 46, rule 14.

Any person who, under order 46 of the Rules of the Supreme Court, 1880, may have served in the manner thereby prescribed a notice, operating in lieu of a writ of distringas, which at the time of making this present rule may be still in force, may at any time during the currency thereof file in the Central Office, without any affidavit in support thereof, a further notice under his hand, stating that the same shall thenceforth have effect without any further renewal, in the same manner as if it had been a notice filed in the Central Office on affidavit under ord. 46, rr. 4 and 5, of the Rules of the Supreme Court, 1883, and serve a duplicate of such notice under the seal of the Central Office upon the company upon which such first-mentioned notice was served; and the service of the duplicate of such notice so filed shall have the same effect as a writ of distringas duly issued under the Act 5 Vict. c. 5, s. 5, would have had against the Bank of England.

(Signed) HALSBURY, C.
 COLERIDGE, C.J.
 ESHER, M.R.
 NATH. LINDBLEY, L.J.
 EDW. FRY, L.J.

July 27.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 23.—*Bills Read a Second Time.*

River Thames (No. 2); Turnpike Acts Continuance; Public Health (Ships, &c.); Artillery and Rifle Ranges.

Bill in Committee.

Submarine Telegraph Cables.

Bills Read a Third Time.

PRIVATE BILLS.—Horsforth Water; Stalybridge and Mossley Gas; Worcester Extension.
 Metropolitan Management Acts Amendment.

July 24.—*Bills read a Second Time.*

Parliamentary Elections (Corrupt Practices); School Boards; Exchequer and Treasury Bills; Greenwich Hospital; Post Office Sites; Public Health (Members and Officers).

Bills in Committee.

Turnpike Acts Continuance; Public Health (Ships, &c.); Artillery and Rifle Ranges.

Bills Read a Third Time.

PRIVATE BILLS.—Wrexham and Ellesmere Railway; Metropolitan Outer Circle Railway; Wirral Railway; Great Western Railway; Bury Improvement.

July 27.—*Bills in Committee.*

Parliamentary Elections (Corrupt Practices); School Board; Exchequer and Treasury Bills; Greenwich Hospital; Public Health (Members and Officers); Polehampton Estates; National Debt.

Bills Read a Third Time.

PRIVATE BILLS.—Regent's Canal City and Docks Railway; Weston-super-Mare, Cleveland, and Portishead Tramways.
Turnpike Acts Continuance; Public Health (Ships, &c.); Artillery and Rifle Ranges; Submarine Telegraph Cables.

July 28.—*Bill Read a Second Time.*

Medical Relief Disqualification Removal.

Bills in Committee.

River Thames (No. 2); Post Office Sites; Parliamentary Elections (Corrupt Practices).

Bills Read a Third Time.

PRIVATE BILLS.—Eastbourne Improvement; Sunderland Corporation; Metropolitan Board of Works.
Polehampton Estates; National Debt; School Boards; Exchequer and Treasury Bills; Greenwich Hospital.

HOUSE OF COMMONS.

July 23.—*Bills Read a Second Time.*

Revising Barristers; Evidence by Commission; Police Enfranchisement Extension.

Bills in Committee.

Customs and Inland Revenue (No. 2); Pluralities.

Bills Read a Third Time.

PRIVATE BILLS.—Stratford-upon-Avon, Worcester, and Midland Junction Railway; Didcot, Newbury, and Southampton Railway (No. 2).

July 24.—*Bills Read a Second Time.*

Patent Law Amendment; Oaths; Prevention of Crimes.

Bill in Committee.

Pluralities.

July 27.—*Bills Read a Second Time.*

PRIVATE BILLS.—Earl De La Warr's Estate; Ramaden Estate; Towneley Estates.

Lunacy Acts Amendment; Metropolitan Police Staff Superannuation.

Bill in Committee.

Parliamentary Elections (Returning Officers); Evidence by Commission.

Bill Read a Third Time.

Pluralities.

July 28.—*Bill Read a Second Time.*

Expiring Laws Continuance.

Bills in Committee.

Metropolitan Police Staff Superannuation; Lunacy Acts Amendment; Patent Law Amendment.

Bill Read a Third Time.

Customs and Inland Revenue (No. 2).

LEGAL NEWS.

The following are the new arrangements made by Mr. Baron Huddleston for holding the assizes on the South-Eastern Circuit. At Hertford the commission will be opened on Saturday, August 1, and business taken at 10.30 a.m. on Monday, August 3; and at Lewes the commission will be opened on Wednesday, August 5, and business commenced at 10.30 a.m. on Thursday, August 6.

On Tuesday, in answer to an application by Mr. Cookson, Q.C., Mr. Justice Pearson said that, though Friday next, the 31st inst., was the last regular motion day in that branch of the court, there would be an additional motion day on Wednesday, the 5th prox.

Last week, in the House of Commons, Mr. Freshfield asked the Secretary of State for the Home Department whether it was his intention to move the insertion of a clause in the Parliamentary Elections (Returning Officers) Bill, to increase the scale of allowances prescribed by the Returning Officers Act, 1875, in respect of the presiding officers and clerks employed in elections in consequence of the enlargement of the constituency, the increased number of the polling places and the clerks necessary, and the extension of the hours of polling. The Attorney-General, in the absence of Sir R. Cross, said several amendments had been put down by independent members which would enable the House to express an opinion on this matter, and it was not, therefore, the intention of the Home Secretary to propose any clause himself.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon. Aug. 3	Mr. Jackson	Mr. Parry	Mr. Clowes	Mr. Beal
Tuesday 4	Carrington	King	Kee	Leach
Wed. 5	Pugh	Parry	Clowes	Beal
Thursday 6	Lavie	King	Kee	Leach
Friday 7	Leach	Parry	Clowes	Beal
Saturday 8	Beal	King	Kee	Leach

	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, Aug.	3 Mr. Pemberton	Mr. Carrington	Mr. Lavie
Tuesday	4 Ward	Jackson	Pugh
Wednesday	5 Pemberton	Carrington	Lavie
Thursday	6 Ward	Jackson	Pugh
Friday	7 Pemberton	Carrington	Lavie
Saturday	8 Ward	Jackson	Pugh

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASPHALINE COMPANY, LIMITED.—Petition for winding up, presented July 24, directed to be heard before Kay, J., on Saturday, Aug. 1. Brooke, Lincoln's inn fields, solicitor for the petitioner

CLARE'S PATENT HORSE NAIL COMPANY, LIMITED.—Petition for winding up, presented July 21, directed to be heard before Bacon, V.C., on Aug. 1. Honey, Aldermanbury, solicitor for the petitioner

CLARE'S PATENT HORSE NAIL COMPANY, LIMITED.—Petition for winding up, presented July 22, directed to be heard before Bacon, V.C., on Saturday, Aug. 1. Lovell, Bishopsgate st Within, solicitor for the petitioner

NEATH HARBOUR SMELTING AND ROLLING WORKS, LIMITED.—Petition for winding up, presented July 23, directed to be heard before Chitty, J., on Saturday, Aug. 1. Hughes and Son, Bedford st, Covent Garden, solicitors for the petitioner

R. S. TRAILL AND COMPANY, LIMITED.—Chitty, J., has fixed Monday, Aug. 3, at 12, at his chambers, for the appointment of an official liquidator

SELF-ACTING SEWING MACHINE COMPANY, LIMITED.—Petition for winding up, presented July 24, directed to be heard before Pearson, J., on Aug. 1. Montagu, Bucklersbury, solicitor for the petitioner

[Gazette, July 24.]

CITY CONSTITUTIONAL CLUB COMPANY, LIMITED.—Kay, J., has by an order, dated May 12, appointed William Williams, 13 and 14, King st, Cheapside, to be official liquidator

METROPOLITAN MILLS, LIMITED.—By an order made by Kay, J., dated July 18, it was ordered that the mills be wound up. Crump and Son, Philpot lane, solicitors for the petitioner

MILITARY AND CIVIL SERVICE COLLEGE, LIMITED.—Petition for winding up, presented July 24, directed to be heard before Bacon, V.C., on Aug. 8. Savidge, Gracechurch st, solicitor for the petitioner

[Gazette, July 28.]

UNLIMITED IN CHANCERY.

ABBEY LAKE FREEMOUL LAND SOCIETY.—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to William George Hawson, Harthead chbrs, Harthead, Sheffield. Tuesday, Oct 27 at 11, is appointed for hearing and adjudicating upon the debts and claims

PLYMOUTH, DEVONPORT, AND DISTRICT TRAMWAYS COMPANY.—Chitty, J., has by an order, dated June 22, appointed Henry John Leslie, 4, Coleman st, to be official liquidator

[Gazette, July 28.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

PLAS SILVER-LEAD MINING COMPANY, LIMITED.—Petition for winding up, presented July 18, directed to be heard before Fox-Bristowe, V.C., at St George's Hall, Liverpool, on Aug. 10. Lee, Manchester, solicitor, petitioner in person

[Gazette, July 28.]

STANNARIES OF CORNWALL.

UNLIMITED IN CHANCERY.

WHEAL UNY MINING COMPANY.—Petition for winding up, presented July 18, directed to be heard before the Vice-Warden at the Prince's Hall, Truro, on Monday, Aug. 17, at 11. Hodge and Co, Truro, solicitors for the petitioner

[Gazette, July 24.]

FRIENDLY SOCIETIES DISSOLVED.

LOYAL PIONEER LODGE, SWANSEA, SAIL MAKERS' SICK AND BENEFIT SOCIETY. Working Men's Club, High st, Swansea. July 18
SONS OF ST GEORGE BENEFIT SOCIETY. Red Lion Tavern, Old Gravel lane, St George's East. July 18
UPPER CLATFORD FRIENDLY SOCIETY. Crook and Shears Inn, Upper Clatford, Hants. July 22

[Gazette, July 24.]

SUSPENDED FOR THREE MONTHS.

BRISTOL LICENCED VICTUALLERS' FRIENDLY SOCIETY BENEVOLENT FUND. Landon Hotel, Clifton, Bristol. July 21

[Gazette, July 24.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ANDREAS, JOHN. Queen's walk, Ealing, Corn Factor. July 31. Andreas v Andreas, Bacon, V.C. Welman, Great George st, Westminster
DENNETT, WILLIAM. Midgley, nr Halifax, Stone Merchant. Sept 1. Donnett v Donnett, Chitty, J. Longbottom, Halifax

[Gazette, July 14.]

BLACKLIDGE, ROBERT. Brindle, Lancaster, Gent. Sept 1. Schofield v Jackson, Chitty, J. Clarke, Preston
DENT, GEORGE. Honiton, Devon, Silversmith. Aug 12. Dent v Dent, Pearson, J. Stamp, Honiton

[Gazette, July 17.]

BURY, JAMES. Matlock, Derby, Gent. Sept 1. Bury v Smith, Chitty, J. Gaunt, Manchester

[Gazette, July 14.]

CURZON, Hon EDWARD CECIL. Scarsdale House, Kensington. Sept 1. Curzon v Curzon, Kay, J. Byrne, Surrey st, Strand

[Gazette, July 24.]

DOUGLAS, ELIZABETH. Casteinau, Barnes. Sept 1. Parkins v Barrow, Kay, J. Foster and Spicer, Queen st pl
STUBBS, CHRISTOPHER. West Ashby, Lincoln, Farmer. Aug 21. Stubbs v Stubbs, Kay, J. Ingoldby, Louth

[Gazette, July 28.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

WHITE, Right Hon WILLIAM HENRY HARE HEDGES, Earl of Bantry, Macroom Castle, Cork. Aug 25. Roopers and Whately, Lincoln's inn fields.
BARRATT, ELIZABETH, Neville st, Brompton rd. Aug 13. Field and Co, Lincoln's inn fields.
BOWEN, MARY ANN, Sheffield. Aug 10. Anty and Sons, Sheffield.
DEANE, MARTIN, Rotherhithe New rd, Bulder. Aug 10. Lydall, Watling st.
DUNLOP, ALEXANDER MACLIN, Blesio rd, Wandsworth, Merchant. Sept 29.
Mott and Dent, Bedford row.
HARDMAN, Rev RICHARD PEERS, Wicken, Cambridge. Aug 20. Read, Mildenhall.
HEARD, WILLIAM, Stainsby rd, Limehouse, Gent. Sept 1. Child and Norton, Sloane st.
HIGGINSON, THOMAS, Preston, Traveller. Aug 10. Forshaw and Parker, Preston.
LAKIE, SARA ANN, Camden cottages, Camden rd. Aug 31. Sismey and Sismey, Serjeants' inn, Fleet st.
LEWIS, PHILIP, Bishopgate st, Gent. Sept 10. Daniel, Ramsgate.
LIVEST, THOMAS, Elton, near Bury, Gent. Aug 11. Anderson and Donnelly, Bury.
LOWE, HENRY THOMAS, Sheffield, Musical Instrument Dealer. Sept 1. Burdekin and Co, Sheffield.
MOSE, EDWARD, Lambeth hill, Merchant. Aug 10. James, Union ct, Old Broad st.
PEEL, JONATHAN, Slaidburn, York, Esq. Aug 13. Markby and Co, New sq, Lincoln's inn.
PIMLOTT, ANNY, Latchford, near Warrington. Aug 29. Davies and Co, Warrington.
PORTER, JOHN, sen, Fairford, Gloucester, Gent. Aug 28. Wilmot, Fairford.
ROGERS, NATHANIEL, Cedars rd, Clapham common, Doctor of Medicine. Aug 4. Gellatly and Co, Lombard ct.
SENIOR, RHODA, Earlsheaton, Dewsbury, York. Aug 15. Chadwick and Sons, Dewsbury.
SIMPSON, JOSEPH, Low Leighton New Mills, Derby, Cotton Waste Dealer. Aug 4. Bennett and Co, Chapel en le Frith.
SUNNEY, FRANCIS JAMES, Glossop, Derby, Esq. Sept 3. Ellison, Glossop.
THORNBURN, ANN, Bridekirk, Cumberland. Sept 15. Thornburn, Carlisle.
[Gazette, July 14.]
BAWOUTT, HENRY JEFFES, Emsoote, Warwick, Licensed Victualler. Aug 17. Wright and Hassall, Leamington.
BOXER, ANNA MARTHA, Denbigh. Aug 29. Gold and Co, Denbigh.
BURNBY, GEORGE, Croom's Hill, Greenwich, Tank Manufacturer. Aug 24. Sturt, Ironmonger lane.
BUSBRIDGE, THOMAS HARRIS, Maidstone, Gent. Aug 7. Stephens and Urnston, Maidstone.
COLLINS, ROBERT JOHN, Bartholomew close, Costume Manufacturer. Aug 24. Sturt, Ironmonger lane.
COX, WILLIAM, Beeston, Nottinghamshire, Lace Manufacturer. Aug 29. Watson and Co, Nottingham.
DILGER, JOSEPH, Bath, Jeweller. Aug 11. Stone and Co, Bath.
DIXON, THOMAS, Leeds, Gent. Aug 24. Markland and Co, Leeds.
ELAND, EDWARD FOWLER, Walton on Naze. Aug 20. Palmer and Co, Trafalgar sq.
FERMIHOUGH, JOHN, Chaddle, Chester, Calico Printer. Sept 1. Fowden, Altrincham, Cheshire.
GARDNER, GIDEON GEORGE, Wimpole st, Doctor of Medicine. Aug 11. Montagu, Bucklersbury.
HARRIS, JOHN, Dawlish, Devon, Tailor. July 28. Prickman, Okehampton.
HARRISON, AGNES, Redcar, York. Aug 15. Stubbs, Middlesborough.
HARRISON, JOHN, Redcar, York, Draper. Aug 15. Stubbs, Middlesborough.
HAWKINS, CHARLES, Surbiton, Surrey, Timber Merchant. Aug 15. Baylis and Pearce, Church of chibbs.
HEWETT, EDWARD, St Leonards on Sea, Brower. Aug 17. Langham, Hastings.
IZON, THOMAS, Goldney rd, Harrow rd, Gent. Aug 15. Kennedy and Co, Clement's inn, Strand.
LEON, GEORGE ISAAC, Hove, Sussex, Esq. Aug 11. Montagu, Bucklersbury.
MORTON, THOMAS CHALMERS, Wilmslow, Chester, Land Agent. Aug 31. Farrar and Hall, Manchester.
PEACOCK, ELIZABETH, Newcastle upon Tyne. Aug 31. Elsdon and Dransfield, Newcastle upon Tyne.
PEARSON, LOUISA SWAINE, Boundary rd, St John's Wood. Aug 29. Hanbury and Co, New Broad st.
POLLAED, THOMAS, Patricroft, Lancaster, Metal Planer. Sept 1. Booth, Manchester.
RAINBOW, JOHN, Nottingham, Grocer. Sept 30. Woolley and Hughes, Gt Winchester st, Old Broad st.
RAINBOW, REBECCA, Nottingham. Sept 30. Woolley and Hughes, Gt Winchester st, Old Broad st.
READ, FREDERICK, Thomas's st, Grosvenor sq, Coachman. Aug 17. Langham, Hastings.
REDDIN, EDMUND, Bankside, Southwark, Contractor. Oct 1. Arnold and Co, Carey st, Lincoln's inn.
RICHARDSON, JOHN CROW, Swansea, Esq. Sept 11. Norton, Swansea.
SWANN, JOHN, Mellor, Derby, Farmer. Aug 31. Walley, Manchester.
WALKER, CHRISTOPHER MOOR, North Liverpool, Licensed Victualler. Aug 20. Whitley and Co, Liverpool.
WINNALL, SARAH, Ledbury, Hereford. Aug 11. Masfield and Sons, Ledbury.
WILSON, JOHN, Liverpool, Labourer. Oct 13. Whitaker, Lancaster pl, Strand.
[Gazette, July 17.]
ATKINSON, JAMES, Rochdale, Lancaster, Gent. Aug 22. Phillips, Manchester.
BARTER, ELIZABETH, Warminster, Wilts. Sept 1. Chapman and Ponting, Warminster.
BARTON, JAMES, Coleshill, Warwick, Corn Merchant. Aug 31. Smith and Co, Birmingham.
BATE, MARGARETTE, Denbigh st, Pimlico. Sept 1. Manby and Son, Wolverhampton.
BLACKBURN, SARAH, Woodhouse, Leeds. Aug 15. Scott, Leeds.
BROWN, JOHN BYRES, Seaham Harbour, Durham, Shipowner. Aug 20. Wright, Seaham Harbour.
CAPPER, OCTAVIUS, Southampton, Timber Merchant. Sept 1. Westlake, Southampton.
CARPENTER, JOHN, Norfolk rd, St John's Wood, Esq. Oct 1. Marsland and Co, Chancery lane.
CLEMENS, ANN, Clun, Salop. Aug 21. Smiles and Co, Bedford row.
COCK, Rev THOMAS ASHLEY, Rodney st, Pentonville. Sept 30. Prior and Co, Lincoln's inn fields.
CRAMP, WILLIAM, Tunbridge Wells, Kent, Riding Master. Aug 31. Cripps and Son, Tunbridge Wells.
GRAHAM, CAROLINE MARY, Cossington, Somerset. Sept 15. Poole and Son, Bridgewater.
HALL, WILLIAM THOMAS TOWNEND, Queen's gate, South Kensington, Esq. Aug 31. Norton and Co, Victoria st, Westminster Abbey.
HARDING, MARIA ANGELA LUTITIA, Malines, Belgium. Aug 10. Bulteel and Rowe, Plymouth.
HOOPER, HARRIET EMILY, Wheathampstead, Herts. Aug 31. Blagg and Edwards, St Albans.
JERVIS, KATHERINE EMMA ISABELLA, Worcester. Aug 29. Colmore, Birmingham.
LAVERNE, THOMAS, Bishop's Hatfield, Hertfordshire, Licensed Victualler.
Nov 10. Ainsley, St Albans.

MARTIN, ANN, Sheffield. Sept 1. Burdekin and Co, Sheffield.
MARTIN, CECILIA GEORGINA, Brighton. Aug 24. Colmore, Birmingham.
MASON, ANN, Quarry Bank, Stafford, Licensed Victualler. Aug 13. Homer, Brierley Hill.
PROUD, JANE MARGARET, Newcastle upon Tyne. Sept 28. Harle, Newcastle upon Tyne.
THOMPSON, GEORGE HUGHES, Whitechurch, Salop, Esq. Sept 10. Miller and Co, Liverpool.
[Gazette, July 21.]

SALES OF ENSUING WEEK.

Aug. 4.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER at the Mart, at 2 p.m., Freehold Property (see advertisement, July 4, p. 4).
Aug. 4.—Messrs. E. & H. LUMLEY, at the Mart, at 2 p.m., Annuity (see advertisement, July 25, p. 4).
Aug. 5.—Mr. H. C. NEWSON, at the Mart, at 2 p.m., Freehold Property (see advertisement, July 25, p. 4).
Aug. 5.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Leasehold Property (see advertisement, this week, p. 660).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLYMONT.—July 19, at 55, St. James-square, Notting Hill, London, the wife of Colin Ritchie Mac Clymont, of the Inner Temple, barrister-at-law, of a son.
DALTON.—July 19, at 80, Sutherland-avenue, Maida-vale, W., the wife of Edward Ripley Dalton, barrister-at-law, of a daughter.
ROSS.—July 24, at 41, Percy-place, Dublin, the wife of John Ross, barrister-at-law, of a daughter.
WHITE.—July 18, at Beech Holme, Maidstone, the wife of Claude Hamilton White, solicitor, of a daughter.

MARRIAGES.

ARMISTEAD—THACKERAY.—July 11, at John the Evangelist's, Leeds, by the Rev. Canon Scott, Edwin Armistead, of Leeds, solicitor, to Phillis Cecilia, daughter of the late Joseph Thackeray, of Leeds.
DUNDAS—WAUCHOPE.—July 22, at Edinburgh, David Dundas, advocate Edinburgh, to Helen, daughter of David Baird Wauchope.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, July 24, 1885.

RECEIVING ORDERS.

Adams, Joseph, Abergavenny, Monmouthshire, Licensed Victualler. Tredegar. Pet July 20. Ord July 21. Exam Aug 8 at 10.30 at County Court Office, Tredegar.
Adams, John, Horton, Gloucestershire, Blacksmith. Bristol. Pet July 20. Ord July 20. Exam Aug 14 at 12 at Guildhall, Bristol.
Allum, Henry Walter, Trothy rd, Bermansley, Closed Upper Manufacturer. High Court. Pet July 20. Ord July 20. Exam Sept 3 at 11 at 34, Lincoln's inn fields.
Bailey, Thomas, Central Meat Market, Meat Salesman. High Court. Pet May 28. Ord July 21. Exam Sept 3 at 12 at 34, Lincoln's inn fields.
Beckinsale, Albert, Newbury, Berkshire, Baker. Newbury. Pet July 21. Ord July 21. Exam Aug 12 at 2.
Benton, George, Solihull, Warwickshire, out of business. Worcester. Pet July 21. Ord July 21. Exam Aug 5 at 5.
Browne, John, Jernyn st, Silversmith. High Court. Pet July 2. Ord July 21. Exam Sept 3 at 11 at 34, Lincoln's inn fields.
Campbell, Percy, Drapers gins, Throgmorton st, Stockbroker. High Court. Pet May 2. Ord June 2. Exam July 8.
Chandor, J. A., Colville rd, Bayswater. High Court. Pet Apr 23. Ord July 21. Exam Sept 3 at 11 at 34, Lincoln's inn fields.
Clay, Joseph, Wellington, Salop, Corn Merchant. Madeley, Shropshire. Pet July 20. Ord July 21. Exam Aug 12 at 12.
Coleman, William, Cardiff, Corn Broker. Cardiff. Pet July 21. Ord July 21. Exam Aug 5 at 2.
Cordingley, Charles, Hammersmith, Printer. High Court. Pet July 21. Ord July 21. Exam Aug 27 at 12 at 34, Lincoln's inn fields.
Cosens, Mary Ann, Mark lane, Warehousewoman. High Court. Pet July 21. Ord July 21. Exam Sept 3 at 12 at 34, Lincoln's inn fields.
Crowthurst, Henry, Brighton, Printer. Brighton. Pet July 21. Ord July 21. Exam Aug 15 at 12.
Cunningham, Charles, Leicester, Beerhouse Keeper. Leicester. Pet July 15. Ord July 20. Exam Aug 12 at 10.
Case, William Benjamin, Stourbridge, Somerset, General Shop Keeper. Taunton. Pet July 20. Ord July 20. Exam Aug 10 at 4 at Guildhall.
Davies, Samuel, Swansea, Grocer. Swansea. Pet July 22. Ord July 22. Exam Aug 20.
Ellis, James John, Howe st, Kingsland, Timber Merchant. High Court. Pet July 21. Ord July 22. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
Farnborough, Thomas, Sheffield, Saw Maker. Sheffield. Pet July 17. Ord July 20. Exam Aug 12 at 11.30.
Fletcher, Emily, Liverpool, Engineer. Liverpool. Pet July 17. Ord July 20. Exam July 30 at 12 at Court house, Victoria st, Liverpool.
Frampton, George, Crawley, nr Winchester, Labourer. Winchester. Pet July 20. Ord July 20. Exam Aug 12 at 10.
Gurney, Godfrey Charles, New Broad st. High Court. Pet June 8. Ord July 22. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
Halsey, Claude Carter, Mark lane, Engineer. High Court. Pet June 27. Ord July 22. Exam Sept 3 at 12 at 34, Lincoln's inn fields.
Harrison, David, Dudley, Public House Manager. Dudley. Pet July 18. Ord July 18. Exam Aug 6 at 11.
Harwood, James, Over Darwen, Lancashire, Grocer. Blackburn. Pet July 21. Ord July 21. Exam Aug 11 at 11.
Hayward, Edward Parry, Preston, nr Brighton, Schoolmaster. High Court. Pet May 21. Ord July 22. Exam Sept 3 at 12 at 34, Lincoln's inn fields.
Hobbs, W. H., Devonshire st, Portland pl. High Court. Pet July 7. Ord July 22. Exam Sept 3 at 12 at 34, Lincoln's inn fields.
Howells, David, Aberdare, Boot Maker. Aberdare. Pet July 21. Ord July 21. Exam Aug 12 at 11 at Temperance Hall, Aberdare.
Hunter, Thomas Allen, Liverpool, Manure Dealer. Birkenhead. Pet July 20. Ord July 20. Exam Aug 5.
Jack, Alexander, Liverpool, Engineer. Liverpool. Pet July 20. Ord July 21. Exam July 30 at 12 at Court house, Victoria st, Liverpool.
Joseph, George, Leeds, out of business. Leeds. Pet July 21. Ord July 21. Exam Aug 11 at 11.
Leach, Thomas, Newcastle under Lyme, Bootmaker. Hanley. Pet July 20. Ord July 20. Exam Aug 11 at 11 at 11, Hanley.

Levey, George Collins, and Edgar Ray, Queen Victoria st. Exhibition Managers. High Court. Pet July 21. Ord July 21. Exam Sept 3 at 11 at 34, Lincoln's inn fields.

Moscrop, William, Ireby, Cumberland, Farmer. Carlisle. Pet July 21. Ord July 21. Exam July 30 at 11.30 at Court house, Carlisle.

Motion, James, Formby, Lancashire, Gent. Liverpool. Pet July 10. Ord July 22. Exam Aug 6 at 12 at Court house, Victoria st, Liverpool.

Oakley, John, Liverpool, Tea Dealer. Liverpool. Pet June 16. Ord July 21. Exam July 30 at 12 at Court house, Government buildings, Victoria st, Liverpool.

Paragreen, William, Harpole, Northamptonshire, Butcher. Northampton. Pet July 7. Ord July 21. Exam Aug 11.

Pennington, Charles Benjamin, Kew rd, Richmond, Builder. Wandsworth. Pet July 21. Ord July 21. Exam Aug 27.

Penton, Josiah, Abergavenny, Monmouthshire, Commission Agent. Tredegar. Pet July 21. Ord July 21. Exam Aug 15 at 10.30 at County Court Office, Tredegar.

Powell, Henrietta, and Arthur Powell, Llanelly, Brecon, Grocers. Tredegar. Pet July 22. Ord July 22. Exam Aug 15 at 10.30 at County Court Office, Tredegar.

Pugh, David, Aberystwith, Monmouthshire, Draper. Tredegar. Pet July 20. Ord July 20. Exam Aug 8 at 10.30 at County Court Office, Tredegar.

Richmond, George, Motley st, Shoreditch, Pianoforte Maker. High Court. Pet July 21. Exam Sept 3 at 11 at 34, Lincoln's inn fields.

Seabrooke, Alfred, Charles Walls, and Henry Boynett, Westmoreland pl, City rd, Manufacturers. High Court. Pet July 4. Ord July 21. Exam Sept 3 at 11 at 34, Lincoln's inn fields.

Smith, Arthur, Liverpool, Clothier. Liverpool. Pet July 11. Ord July 21. Exam July 30 at 12 at Court house, Government buildings, Victoria st, Liverpool.

Street, George, Bournemouth, Hants, Boot Maker. Poole. Pet July 21. Ord July 21. Exam Aug 26.

Stroud, David, Aldermaston, Berkshire, Saddle Maker. Newbury. Pet July 20. Ord July 20. Exam Aug 12 at 2.

Tempest, Richard Spencer, Bradford, Druggist. Bradford. Pet July 21. Ord July 21. Exam Aug 4 at 12.

Templeman, Thomas Lydbond, Taunton, Somersetshire, Plumber. Taunton. Pet July 20. Exam Aug 10 at 8.30 at Guildhall.

Thomas, John, Penryn, Cornwall, Cordwainer. Truro. Pet July 21. Ord July 21. Exam Aug 13 at 11.

Thompson, Andrew, Newcastle on Tyne, Fruiterer. Newcastle on Tyne. Pet July 22. Ord July 22. Exam Aug 4.

Todhunter, John, Carlisle, Coal Agent. Carlisle. Pet July 21. Ord July 21. Exam July 30 at 11 at Court house, Carlisle.

Towers, John, Lancaster, Licensed Victualler. Preston. Pet July 18. Ord July 18. Exam Aug 14.

Wales, Joseph, Keswick, Cumberland Accountant. Cockermouth. Pet July 21. Ord July 21. Exam Aug 10 at 3.30.

Ward, John Forth, York, Licensed Victualler. York. Pet July 20. Ord July 20. Exam Aug 7 at 12 at Guildhall, York.

Wemyss, Walter Holmes, Trefechan, Aberystwith, Innkeeper. Aberystwith. Pet July 20. Ord July 20. Exam July 30 at 12.30.

Wells, Thomas, Kingsland rd, Boot Maker. High Court. Pet July 16. Ord July 20. Exam Sept 3 at 11 at 34, Lincoln's inn fields.

Wigfield, Thomas, Rotherham, Grocer. Sheffield. Pet July 21. Ord July 21. Exam Aug 13 at 11.30.

Wilks, James, Worcester, Tailor. Worcester. Pet July 21. Ord July 21. Exam Aug 5 at 2.

Williamson, Thomas, West Hartlepool, Painter. Sunderland. Pet July 17. Ord July 18. Exam July 23.

Withers, William Bolter, Lyndhurst, Hants, Builder. Southampton. Pet July 20. Ord July 20. Exam Aug 5 at 2.

Woodward, Andrew, Clifton, Bristol, Florist. Bristol. Pet July 20. Ord July 20. Exam Aug 14 at 12 at Guildhall, Bristol.

FIRST MEETINGS.

Adlum, John, Horton, Gloucestershire, Blacksmith. Bristol. Aug 5 at 1. Official Receiver, Bank chbrs, Bristol.

Benton, George Sollers, Droitwich, Gloucestershire, out of business. Aug 5 at 12. Official Receiver, Worcester.

Brickill, William, Sale, Cheshire, Wheelwright. Manchester. Aug 11 at 3. Official Receiver, Ogden's chbrs, Bridge-st, Manchester.

Cameron, Hugh, Thomas, Shakespeare rd, Herne Hill, Barrister-at-Law. High Court. July 31 at 11. 33, Carey st, Lincoln's inn.

Case, William Benjamin, Stogumber, Somersetshire, General-shop keeper. Taunton. July 31 at 12.15. George and Railway Hotel, Victoria st, Bristol.

Crandie, John, Eton rd, Plumstead, Tailor. Greenwich. July 31 at 12. Official Receiver, 100, Victoria st, Westminster.

Crowhurst, Henry, Brighton, Printer. Brighton. Aug 4 at 2.30. 30, Bond st, Brighton.

Cunningham, Charles, Leicester, Beerhouse Keeper. Leicester. July 31 at 3. 23, Friar lane, Leicester.

Davies, Samuel, Swansea, Grocer. Swansea. Aug 5 at 11. Official Receiver, 6, Rutland st, Swansea.

Egan, Arthur, Newport Pagnell, Buckinghamshire, Tailor. Northampton. Aug 11 at 10. County Court bldgs, Northampton.

Frampton, George, Crawley, nr Winchester, Labourer. Winchester. Aug 4 at 11. Official Receiver, 74, High st, Winchester.

Hunter, Thomas Allen, Higher Transmere, Cheshire, Manure Dealer. Birkenhead. Aug 5 at 1. Official Receiver, 48, Hamilton sq, Birkenhead.

Jessup, George, Leeds, out of business. Leeds. Aug 1 at 11. Official Receiver, St Andrew's chbrs, 23, Park row, Leeds.

King, Robert, Stockwell rd, Surrey, Clerk of Works. High Court. July 31 at 2. 33, Carey st, Lincoln's inn.

Leech, Thomas, Newcastle under Lyme, Bootmaker. Hanley, Burslem, and Tunstall. Aug 11 at 3.30. Official Receiver, Nelson place, Newcastle under Lyme.

Levis, Charles James, Crooke rd, Deptford, Printer's Foreman. Greenwich. July 31 at 3. Official Receiver, 100, Victoria st, Westminster.

Linaker, Frederick George, Liverpool, Laceman. Liverpool. Aug 6 at 3. Official Receiver, 35, Victoria st, Liverpool.

Linaker, William, Gorseage, Southport, Lancashire, General Draper. Liverpool. Aug 6 at 2. Official Receiver, 35, Victoria st, Liverpool.

Macdonald, Gilbert Hastings, Angell rd, Brixton, Comedian. High Court. July 31 at 12. 33, Carey st, Lincoln's inn.

Milward, Bennet, Turremill st, Clerkenwell, Builder. High Court. July 31 at 11. Bankruptcy bldgs, Portico st, Lincoln's inn fields.

Moscrop, William, Ireby, Cumberland, Farmer. Carlisle. Aug 1 at 2. Official Receiver, 34, Fisher st, Carlisle.

Paragreen, William, Harpole, Northamptonshire, Butcher. Northampton. Aug 11 at 11. County Court chbrs, Northampton.

Petch, David, Scarborough, Architect. Scarborough. July 31 at 11.30. Savings Bank, King st, Scarborough.

Schofield, Thomas, and William Rogers, Holcombe Brook, Lancashire, Builders. Bolton. Aug 1 at 10. 18, Wood st, Bolton.

Seddon, Charles John, and Edward Samuel Seddon, Liverpool, Merchants. Liverpool. Aug 5 at 2.30. Official Receiver, 35, Victoria st, Liverpool.

Templeman, Thomas Lydbond, Taunton, Somersetshire, Plumber. Taunton. Aug 1 at 11.30. Official Receiver, 3, Middle st, Taunton.

Thompson, Andrew, Newcastle on Tyne, Fruiterer. Newcastle on Tyne. Aug 5 at 11. Official Receiver, County chbrs, Newcastle on Tyne.

Todhunter, John, Carlisle, Coal Agent. Carlisle. Aug 1 at 2. Official Receiver, 34, Fisher st, Carlisle.

Topham, William, Nantwich, Cheshire, Grocer. Nantwich and Crewe. Aug 4 at 10.30. 152, Hospital street, Nantwich.

Towers, John, Lancaster, Licensed Victualler. Preston. July 31 at 2. Law Society, Castle at House, Lancaster.

Ward, John Forth, York, Licensed Victualler. York. Aug 1 at 12. Official Receiver, York.

Watts, William, Cawston, Norfolk, Builder. Norwich. Aug 1 at 10.30. Official Receiver, 8, King st, Norwich.

Wells, Ebenezer, Preston, Brighton, Auctioneer. Brighton. Aug 12 at 12. 30, Bond st, Brighton.

Wetherstone, John Edward, Cheltenham, Plumber. Cheltenham. Aug 1 at 4.15. County Court, Cheltenham.

Wheelwright, George, West Hartlepool, Joiner. Sunderland. April 4 at 11.30. Royal Hotel, West Hartlepool.

Wheway, George Frederick, Smethwick, Staffordshire, out of business. Oldbury. Aug 7 at 10.30. County Court, Oldbury.

Wilks, James, Worcester, Tailor. Worcester. Aug 5 at 11. Official Receiver, Worcester.

Withers, William Bolter, Lyndhurst, Hampshire, Builder. Southampton. Aug 4 at 2. Official Receiver, 4, East st, Southampton.

Woodward, Andrew, Clifton, Bristol, Florist. Bristol. Aug 5 at 12.30. Official Receiver, Bank chbrs, Bristol.

ADJUDICATIONS.

Adams, Joseph, Abergavenny, Licensed Victualler. Tredegar. Pet July 20. Ord July 21.

Adlum, John, Horton, Gloucestershire, Blacksmith. Bristol. Pet July 20. Ord July 20.

Bacon, Robert James, Linton ter, Sunbury, Middlesex, Boot Dealer. Kingston. Pet July 14. Ord July 22.

Berghiel, Louis Michael, Priory rd, Kilburn, Chartered Accountant. High Court. Pet May 19. Ord July 20.

Brown, John Beasley, and Charles Hayercroft, Catherine ct, Seething lane, Hide Merchants. High Court. Pet June 15. Ord July 18.

Clay, Joseph, Wellington, Salop, Corn Merchant. Madeley, Shropshire. Pet July 20. Ord July 21.

Coleman, William, Cardiff, Corn Broker. Cardiff. Pet July 21. Ord July 21.

Fennamus, Thomas, Uppertorpe, Sheffield, Sawmaker. Sheffield. Pet July 17. Ord July 20.

Frampton, George, Crawley, nr Winchester, Labourer. Winchester. Pet July 20. Ord July 21.

Gourd, Matthew Sampson, Plymouth, Tobacconist. East Stonehouse. Pet July 2. Ord July 20.

Hall, Harry, Oliver Hall, and Alexander Hall, Batley, Yorkshire, Woollen Manufacturers. Dewsbury. Pet June 25. Ord July 21.

Harrison, David, Dudley, Worcestershire, Public-house Manager. Dudley. Pet July 18. Ord July 21.

Heaver, Francis Charles, Bishops Waltham, Brewer. Southampton. Pet July 1. Ord July 21.

Hill, Luke Marshall, West Hartlepool, Durham, Tailor. Sunderland. Pet May 23. Ord June 29.

Howells, David, Aberdare, Glamorganshire, Boot Maker. Aberdare. Pet July 21. Ord July 21.

Hunter, Thomas Allen, Liverpool, Manure Dealer. Birkenhead. Pet July 20. Ord July 22.

Inglis, Charles John, Queen Victoria st. High Court. Pet June 3. Ord July 22.

Jellicoe, A. C. M., Park rd, Regent's pk, Gent. High Court. Pet June 9. Ord July 21.

Johns, Robert, sen, Pitminster, Somersetshire, Blacksmith. Taunton. Pet June 29. Ord July 15.

Lambert, W., Tonsley Hill, Wandsworth, Builder. Wandsworth. Pet April 9. Ord July 21.

Levy, Charles, Birmingham, Cabinet Maker, Birmingham. Pet July 4. Ord July 20.

Marjoram, Arthur, Kessingland, Suffolk, Boat Owner. Gt Yarmouth. Pet July 1. Ord July 20.

Mowat, George, Blackburn, Lancashire, Tailor. Blackburn. Pet July 6. Ord July 22.

Papin, Peter, Poultry. High Court. Pet Dec 13. Ord July 11.

Paragreen, William, Harpole, Northamptonshire, Butcher. Northampton. Pet July 7. Ord July 21.

Rhodes, Benjamin, and Joseph Henry Ruddledsen, Dewsbury, Yorkshire, Dyers. Dewsbury. Pet July 3. Ord July 21.

Richmond, George, Motley st, Shoreditch, Pianoforte Maker. High Court. Pet July 21. Ord July 21.

Salm-Kyrburg, Ludwig, Kensington gans sq. High Court. Pet May 7. Ord July 20.

Schofield, Thomas, and William Rogers, Holcombe Brook, Lancashire, Builders. Bolton. Pet July 18. Ord July 21.

Stewart, George W., Chapter rd, Kennington, Builder. High Court. Pet June 4. Ord July 22.

Warren, Thomas, Hampton Court, Builder. Kingston. Pet June 23. Ord July 21.

Wheway, George Frederick, Smethwick, Staffordshire, out of business. Oldbury. Pet July 14. Ord July 21.

White, William Charles, Colchester, Grocer. Colchester. Pet June 27. Ord July 22.

Williamson, Thomas, West Hartlepool, Durham, Painter. Sunderland. Pet July 17. Ord July 20.

Woodward, Andrew, Clifton, Bristol, Florist. Bristol. Pet July 20. Ord July 22.

Wright, James, Carlisle, Joiner. Carlisle. Pet July 4. Ord July 20.

Blair, Gustavus Frederic, Cheltenham, Gloucestershire, Colonel in the Royal Artillery, Retired List. Cheltenham. Adjud March 6. Annul July 10.

TUESDAY, July 28, 1885.

RECEIVING ORDERS.

Ashton, James, Wakefield, Joiner. Wakefield. Pet July 24. Ord July 24.

Beardall, Francis Knowles, Duncaster, Yorkshire, Commission Agent. Sheffield. Pet July 24. Ord July 24. Exam Aug 13 at 11.30.

Blake, Richard Porson, Ipswich, Corn Merchant. Ipswich. Pet July 23. Ord July 23. Exam Aug 10 at 11.

Bocking, James, Sheffield, Table Knife Grinder. Sheffield. Pet July 24. Ord July 24. Exam Aug 13 at 11.30.

Boughton, Samuel, Norwich, Hair Dresser. Norwich. Pet July 25. Ord July 25.

Brown, David Aug 19 at 12 at Shirehall, Norwich Castle.

Brown, David Dorrard, and Alexander Dorrard Browne, Camberwell green, Builders. High Court. Pet July 17. Ord July 24. Exam Sept 15 at 11 at 34, Lincoln's inn fields.

Cartwright, John, Sandiaco, Derbyshire, Wheelwright. Derby. Pet July 31. Ord July 24. Exam Aug 16 at 10.

Clark, Thomas, Mason's avenue, Coleman st, Auctioneer. High Court. Pet July 24. Ord July 24. Exam Sept 10 at 11 at 34, Lincoln's inn fields.

Crossman, Joseph (Gichrist, Lee, Kent, no occupation. Greenwich. Pet July 23. Ord July 23. Exam Aug 21 at 2.

Deles, Richard, Little Tregonish, Mylor, Cornwall, Farmer. Truro. Pet July 24. Ord July 24. Exam Aug 13 at 11.

Dembek, Frederic, Corby, nr Grantham, Lincolnshire, Master of Grammar School. Nottingham. Pet July 25. Ord July 25. Exam Aug 11.

Dewhurst, Thomas, Preston, Lancashire, Farmer. Preston. Pet July 7. Ord July 25. Exam Aug 14.
 Elbourn, William, Basingbourne, Cambridgeshire, Farmer. Cambridge. Pet July 24. Ord July 24. Exam Sept 30 at 2.
 Falers, William John, York, Licensed Victualler. York. Pet July 25. Ord July 25. Exam Aug 10 at 12 at Guildhall, York.
 Foxcroft, William, Birmingham, Lamp Maker. Birmingham. Pet July 23. Ord July 23. Exam Aug 18 at 2.
 Goodacre, Albert, Leicester Forest West, Leicestershire, Farmer. Leicester. Pet July 13. Ord July 25. Exam Aug 12 at 10.
 Goodson, Robert, Whitwick, Leicestershire, out of business. Leicester. Pet July 22. Ord July 23. Exam Aug 12 at 10.
 Gowland, William, Hartlepool, Painter. Sunderland. Pet July 25. Ord July 25. Exam Aug 6.
 Haines, Sarah Ann, Bournemouth, Hants, Lodging House Keeper. Poole. Pet July 23. Ord July 23. Exam Aug 26 at 2.30 at Townhall, Poole.
 Hanson, William Henry, Bradford, Fruiterer. Bradford. Pet July 23. Ord July 23. Exam Aug 14 at 12.
 Hardy, Thomas Wilcox, Samuel Thomas Hardy, William Joseph Hardy, and Richard Doughty Hardy, Moorgate st, Brickmakers. High Court. Pet July 9. Ord July 22. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
 Harrison, Edwin, Nottingham, out of business. Nottingham. Pet July 25. Ord July 25. Exam Aug 11.
 Hensman, Henry Charles, Duston, Northamptonshire, Agricultural Implement Agent. Northampton. Pet July 25. Ord July 25. Exam Aug 11.
 Hill, George, Brighton, Oyster Merchant. Brighton. Pet July 23. Ord July 24. Exam Aug 13.
 Hind, Robert Thomas, Rippingdale, Lincolnshire, Butcher. Peterborough. Pet July 24. Ord July 25. Exam Aug 19.
 Holmes, Rev Baptist James, Kirkburton, Yorkshire, Clerk in Holy Orders. Huddersfield. Pet July 23. Ord July 23. Exam Aug 14 at 11.
 Humphreys, John, Brynheig, Llandinam, Montgomeryshire, Farmer. Newtown. Pet July 22. Ord July 23. Exam July 31.
 Hutton, James, Cheetham, nr Manchester, Mill Furnisher. Salford. Pet July 25. Ord July 25. Exam Aug 19 at 11.
 Kephie, Charles, Windsor, Coal Merchant. Windsor. Pet July 25. Ord July 25. Exam Sept 5 at 11.
 Kindell, James, Roxeth, Harrow, Middlesex, Builder. St Albans. Pet July 9. Ord July 23. Exam Aug 21.
 Leslie, James, Goldsmith's row, Hackney, Grocer. High Court. Pet July 14. Ord July 24. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
 Lovatt, John, Nelson st, Deptford, Coachbuilder. Greenwich. Pet July 24. Ord July 24. Exam Aug 21 at 2.
 Lumsden, Thomas Colegate, Beckenham, Cowkeeper. Croydon. Pet July 24. Ord July 24. Exam Aug 25.
 Manning, William Thomas, Westminster chambers, Victoria st, Solicitor. High Court. Pet April 17. Ord May 2. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
 Martin, James, Pemberton rd, Upper Holloway. High Court. Pet June 26. Ord July 24. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
 Melldow, Thomas, Oldham, Lancashire, Brick Manufacturer. Oldham. Pet July 11. Ord July 22. Exam Aug 26 at 12.30.
 Murrin, Alfred, York, Tobaccoist. York. Pet July 25. Ord July 25. Exam Aug 10 at 12 at the Guildhall, York.
 Patten, Henry, Croftdown rd, Gospel Oak. High Court. Pet July 13. Ord July 24. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
 Pickering, George Edward, Leeds, Solicitor. Leeds. Pet July 25. Ord July 25. Exam Aug 11 at 11.
 Pickering, John, Leeds, Land Agent. Leeds. Pet July 25. Ord July 25. Exam Aug 11 at 11.
 Pollard, Samuel, Wighill, Yorkshire, out of business. York. Pet July 22. Ord July 23. Exam Aug 7 at 12 at Guildhall, York.
 Preston, John, Reading, Hatter. Reading. Pet July 21. Ord July 22. Exam Aug 13 at 2 at Assize Courts, Reading.
 Ramsey, Sarah Jane, Little Wonder, nr Harrogate, Grocer. York. Pet July 10. Ord July 24. Exam Aug 10 at 12 at Guildhall, York.
 Roberts, Sephorah, and John Hugh Roberts, Bangor, Bootmakers. Bangor. Pet July 25. Ord July 25. Exam Sept 14 at 12.30.
 Sagar, Moses, Leeds, Organ Builder. Leeds. Pet July 25. Ord July 25. Exam Aug 11 at 11.
 Springfield, Jane, Wisbech Saint Peter, Cambridgeshire, Dealer in Fancy Goods. King's Lynn. Pet July 23. Ord July 23. Exam Aug 10 at 11 at the Court house, King's Lynn.
 Stroud, Frederick William, Reading, Saddler. Reading. Pet July 21. Ord July 22. Exam Aug 13 at 2 at Assize Courts, Reading.
 Turner, John Edwin, and James Robinson Gilson, Hyde, Cheshire, Hat Manufacturers. Ashton under Lyne and Stalybridge. Pet July 23. Ord July 23. Exam Aug 6.
 Vaughan, Evan, Moorgate st, Auctioneer. High Court. Pet July 20. Ord July 23. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
 Walker, Robson, jun., Manchester, Merchant. High Court. Pet July 24. Ord July 25. Exam Sept 15 at 11 at 34, Lincoln's inn fields.
 Watson, John, John Bevan Smith, and John Overend Watson, Bishopgate st, Railway Contractors. High Court. Pet March 23. Exam Sept 10 at 11 at 34, Lincoln's inn fields.
 Wilkes, Charles, Brewod, Staffordshire, Baker. Wolverhampton. Pet July 24. Ord July 24. Exam Aug 9.
 Williams, Thomas, Trevechin, Monmouthshire, Accountant. Newport, Mon. Pet July 20. Ord July 24. Exam Aug 7 at 11.

FIRST MEETINGS.

Adams, Joseph, Abergavenny, Monmouthshire, Licensed Victualler. Aug 4 at 12. Official Receiver, Merthyr Tydfil.
 Bacon, Robert James, Sunbury, Boot Dealer. Aug 5 at 11. 28 and 29, St Swithin's lane.
 Band, Martin, High st, New Brentford, Parchment Manufacturer. Aug 5 at 12. 28 and 29, St Swithin's lane.
 Bickle, Henry, Flushtyke, Ossett, Yorkshire, Rag Merchant. Aug 5 at 3. Official Receiver, Bank chhrs, Batley.
 Blake, Richard Porson, Ipswich, Corn Merchant. Aug 6 at 12. Official Receiver, 2, Westgate st, Ipswich.
 Burgess, Henry James, Wimbledon, Surrey, Fishmonger. Aug 5 at 1. 28 and 29, St Swithin's lane.
 Cartwright, John, Sandiacre, Derbyshire, Wheelwright. Aug 5 at 3. Flying Horse Hotel, Nottingham.
 Collingridge, James, Leman st, Whitechapel, Corn Dealer. Aug 5 at 2. 33, Carey st, Lincoln's inn.
 Elbourn, William, Basingbourne, Cambridgeshire, Farmer. Aug 7 at 12. Official Receiver, 6, Petty Cur, Cambridge.
 Falers, William John, York, Licensed Victualler. Aug 6 at 1. Official Receiver, York.
 Fearnough, Thomas, Uppertorpe, Sheffield, Saw Maker. Aug 5 at 11. Official Receiver, Flatree lane, Sheffield.
 Fischer, Emilie, Liverpool, Mill Furnisher. Aug 7 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Foxcroft, William, Birmingham, Lamp Manufacturer. Aug 6 at 3. Official Receiver, Birmingham.
 Glover, George, Lower Mitton, Stourport, Worcestershire, Shoemaker. Aug 25 at 2.30. Thurstfield, Solicitor, Kidderminster.
 Goodacre, Albert, Leicester Forest West, Leicestershire, Farmer. Aug 7 at 3. 28, Friar lane, Leicester.

Goodson, Robert, Whitwick, Leicestershire, out of business. Aug 6 at 12. 28, Friar lane, Leicester.
 Haines, Sarah Ann, Bournemouth, Lodging house Keeper. Aug 5 at 1. Criterion Hotel, Bournemouth.
 Hanson, William Henry, Bradford, Yorkshire, Fruiterer. Aug 6 at 11. Official Receiver, Ivegate chhrs, Bradford.
 Harrison, David, Dudley, Public House Manager. Aug 6 at 10.30. Official Receiver, Dudley.
 Harwood, James, Over Darwen, Lancashire, Grocer. Aug 4 at 11. County Court House, Blackburn.
 Hill, George, Brighton, Oyster Merchant. Aug 5 at 2.30. 39, Bond st, Brighton.
 Holmes, Rev. Baptist James, Kirkburton, Yorkshire, Clerk. Aug 6 at 11. Official Receiver, New st, Huddersfield.
 Howells, David, Aberaman, Aberdare, Glamorganshire, Bootmaker. Aug 4 at 10. Official Receiver, Merthyr Tydfil.
 Humphreys, John, Brynheig, Llandinam, Montgomeryshire, Farmer. Aug 6 at 1. Official Receiver, Llanidloes, Montgomeryshire.
 Jack, Alexander, Liverpool, Engineer. Aug 11 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Jeffreys, Richard Lowther, Richmond Villas, Eglantine rd, Wandsworth, Blind Manufacturers. Aug 5 at 12. 33, Carey st, Lincoln's inn.
 Melldow, Thomas, Oldham, Lancashire, Brick Manufacturer. Aug 4 at 4. Official Receiver, Priory chhrs, Oldham.
 Murrin, Alfred, York, Tobaccoist. Aug 6 at 12. Official Receiver, York.
 Penton, Josiah, Abergavenny, Commission Agent. Aug 6 at 3. Official Receiver, Merthyr Tydfil.
 Potter, Charles, New Kent rd, Surrey, Egg Dealer. Aug 6 at 12. Bankruptcy bldgs, Portland st, Lincoln's inn fields.
 Powell, Henrietta, and Arthur Powell, Llanely, Breconsire, Grocers. Aug 5 at 3. Official Receiver, Merthyr Tydfil.
 Pugh, David, Aberystwith, Monmouthshire, Draper. Aug 5 at 12. Official Receiver, Merthyr Tydfil.
 Ross, Joseph Robert, Throgmorton st, Commission Agent. Aug 6 at 11. 33, Carey st, Lincoln's inn.
 Smith, Arthur, Liverpool, Clothier. Aug 7 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Smith, Verona Thomas Christian, Barnes, Surrey, Widow. Aug 5 at 3. Official Receiver, 109, Victoria st, Westminster.
 Street, George, Bournemouth, Bootmaker. Aug 4 at 1. Criterion Hotel, Bournemouth.
 Tempest, Richard Spencer, Bradford, Yorkshire, Wholesale Druggist. Aug 7 at 10.30. Law Institute, Piccadilly, Bradford.
 Thomas, John, Penryn, Cornwall, Cordwainer. Aug 4 at 12. Official Receiver, Boscawen st, Truro.
 Turner, John Edwin, and James Robinson Gilson, Hyde, Cheshire, Hat Manufacturers. Aug 6 at 11. Official Receiver, Townhall chambers, Ashton under Lyne.
 Wales, Joseph, Keswick, Cumberland, Accountant. Aug 10 at 2. Court house, Cockermouth.
 Walton, James, Rawtenstall, Lancashire, Stonemason. Aug 4 at 3.30. Official Receiver, Bridge st, Manchester.
 Wemyss, Walter Holmes, Trefechan, Aberystwith, Innkeeper. Aug 5 at 3.30. Townhall, Aberystwith.
 Wilkes, Charles, Brewod, Staffordshire, Baker. Aug 19 at 10. Official Receiver, St Peter's Close, Wolverhampton.
 Williams, Thomas, Trevechin, Monmouthshire, Accountant. Aug 7 at 12. Official Receiver, Tredegar pl, Newport, Mon.
 Williamson, Thomas, West Hartlepool, Painter. Aug 4 at 1.30. Royal Hotel, West Hartlepool.
 Williamson, Henry Parker, Leeds, Bicycle Agent. Aug 6 at 12.30. Official Receiver, Birmingham.

The following amended notice is substituted for that published in the London Gazette of July 21, 1885.

Marsden, Francis, Sheffield, out of business. Aug 5 at 12. Law Society's Rooms, Bank st, Sheffield.

ADJUDICATIONS.

Alcock, William Winter, Newcastle on Tyne, Ironmonger. Newcastle on Tyne. Pet June 13. Ord July 24.
 Ashton, James, Wakefield, Joiner. Wakefield. Pet July 24. Ord July 24.
 Beardsall, Francis Knowles, Doncaster, Commission Agent. Sheffield. Pet July 24. Ord July 24.
 Baily, Jane, Doncaster, Beerhouse Keeper. Sheffield. Pet July 7. Ord July 23.
 Bentley, William, Aldrington, Sussex, Clerk in Holy Orders, Brighton. Pet June 20. Ord July 24.
 Bomor, Charles Mortimer, Croydon, Surrey, Bookseller. Croydon. Pet June 17. Ord July 22.
 Cooper, John Ramsay, Canterbury, Chemist. Canterbury. Pet July 2. Ord July 24.
 Delf, Robert, and Frederick George Barley, Fulham rd, Ironmongers. High Court. Pet June 23. Ord July 23.
 Dixon, Thomas, Croydon, Surrey, Dealer in Berlin Wools. Croydon. Pet June 4. Ord June 4.
 Durose, Jane, Uttoxeter, out of business. Burton on Trent. Pet April 14. Ord May 2.
 Green, John, Holme, Huntingdonshire, Licensed Victualler. Peterborough. Pet July 7. Ord July 23.
 Hanson, William Henry, Bradford, Yorkshire, Fruiterer. Bradford. Pet July 23. Ord July 23.
 Heighton, William, and James Heighton, High rd, Kilburn, Ironmongers. High Court. Pet June 8. Ord July 24.
 Hensman, Henry Charles, Duston, Northamptonshire, Agricultural Implement Agent. Northampton. Pet July 25. Ord July 25.
 Hoyerard, William Henry, Nottingham, Manager of Cement Works. Nottingham. Pet July 11. Ord July 23.
 Jenner, Edward, Hastings, Sussex, Stationer. Hastings. Pet July 7. Ord July 23.
 Leeds, George, Leeds, out of business. Leeds. Pet July 21. Ord July 23.
 Jewitt, Andrew, Ulkefeld, Yorkshire, Innkeeper. York. Pet July 8. Ord July 23.
 Kershaw, Henry, Leeds, Cloth Manufacturer. Leeds. Pet July 11. Ord July 23.
 King, Robert, Stookwell rd, Clerk of Works. High Court. Pet July 18. Ord July 23.
 Laurie, James, Bristol, Travelling Draper. Bristol. Pet July 8. Ord July 24.
 Leach, Thomas, Newcastle under Lyne, Shoe Maker. Hanley, Burslem, and Tunstall. Pet July 20. Ord July 24.
 Macdonald, Gilbert Hastings, Angell rd, Brixton, Comedian. High Court. Pet July 17. Ord July 22.
 Mark, Isaac, Manchester, Wine Merchant. Manchester. Pet July 8. Ord July 24.
 Miller, Arthur Harry, Hassock's gate, Sussex, Builder. Brighton. Pet July 6. Ord July 24.
 Moscrop, William, Ireby, Cumberland, Farmer. Carlisle. Pet July 21. Ord July 23.
 Oates, James, Cleator Moor, Cumberland, Stationer. Whitehaven. Pet July 8. Ord July 23.
 Poitree, Edwin, Ramsgate, Printer. Canterbury. Pet July 3. Ord July 24.
 Penton, Josiah, Abergavenny, Commission Agent. Tredegar. Pet July 21. Ord July 24.

Powell, Henrietta, and Arthur Powell, Llanely, Grocers, Tredegar. Pet July 22. Ord July 25.
 Pugh, David, Aberystwith, Monmouthshire, Draper. Tredegar, Pet July 20. Ord July 23.
 Schubert, G., Union St., Old Broad St., Shipper. High Court. Pet June 3. Ord July 25.
 Stevens, George, Tunbridge Wells, Kent, Builder. Tonbridge Wells. Pet July 13. Ord July 23.
 Synge, Alexander Hamilton, Shirehampton, nr Bristol, Colliery Proprietor. Bristol. Pet May 13. Ord July 24.
 Thomas, John, Paurny, Cornwall, Cordwainer. Truro. Pet July 21. Ord July 25.
 Todhunter, John, Carlisle, Coal Agent. Carlisle. Pet July 21. Ord July 25.
 Turner, George, Hastings, Greengrocer. Hastings. Pet June 20. Ord July 24.
 Wales, Joseph, Keswick, Cumberland, Accountant. Cockermouth and Worthing. Pet July 21. Ord July 24.
 Walker, William, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet July 7. Ord July 24.
 Ward, John Forth, York, Licensed Victualler. York. Pet July 20. Ord July 25.
 Williams, Thomas, Trevechin, Monmouthshire, Accountant. Newport, Mon. Pet July 20. Ord July 25.
 Willmer, Phillis, Brighton, Dairy Keeper. Brighton. Pet Apr 9. Ord July 24.

ADJUDICATION ANNULLED.

Iles, John, Tilycote, nr Velindre, Llangafelach, Glamorganshire, Farmer. Swansea. Adjud. Mar 24. Annul July 24.

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THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

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MESSRS. PUTTICK & SIMPSON, Literary and Fine Art Auctioneers, 47, Leicester-square, London, W.C., beg to inform Executors, Trustees, Solicitors, and the Trade, that their Season for the disposal by Auction of Libraries of Books and Music, Engravings, Paintings, and other works connected with the Fine Arts, Musical Instruments, and all descriptions of Valuable Property, will commence on October 17, and that their warehouses are open daily for the reception of goods consigned to them for sale.

Messrs. P. & S. will hold several important Sales during the Season, and will include small properties in appropriate Sales, thus affording the same advantages to small as to large consignments. Libraries and other properties catalogued, arranged, and valued for Probate and Legacy Duty, or for Public or Private Sale.

MESSRS. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.
 Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1795), 26 and 28, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Sundays excepted).

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

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SOLICITORS' GOWNS;

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WAPPING, TOTTENHAM, and HIGH BARNET.
 By direction of Trustees, Executors, and Others.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, on FRIDAY, AUGUST 14, at TWO, the following FREEHOLD PROPERTIES:—

WAPPING.—Freehold Ground-rents of 294 14s. per annum, arising from 15 capital Dwelling-houses, Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 10, Prince's-gate, and Nos. 4, 5, 6, 7, 8, and 10, Sampson's-gate, Hermitage-street, with the reversion on September 29 next year to the rack rentals, moderately estimated at £463 12s. per annum.—Vendor's Solicitors, Messrs. Burgoynes, Milnes, & Burgoynes, 356, Oxford-street, W.

TOTTENHAM.—Freehold Ground-rent of £200 per annum, amply secured upon the fully-licensed premises, known as the Railway Tavern (opposite Seven Sisters Station), at the corner of West Green-road and Beaconsfield-road, let on lease for an unexpired term of 60 years; the premium paid by the present occupier for the lease was £12,500.—Vendor's Solicitor, Walter White, Esq., 1, Raymond's-buildings, W.C.

HIGH BARNET.—At a nominal reserve, by direction of Messrs. Sutton, who are retiring from business.—Freehold House and Shop, known as the Corn Exchange, High-street, in the centre of the town, five minutes from High Barnet Station, containing large shop and restaurant, three sitting rooms, ten bedrooms, domestic and out offices, stabling, sheds, &c., together with the goodwill of the old-established corn merchant's business. Estimated rental value £140 per annum; with possession.—Vendor's Solicitor, J. W. Few, Esq., 79, Borough High-street, S.E.

Particulars at the Mart; of the respective Solicitors; and of the Auctioneers, 11, Queen Victoria-street, E.C.

BELGRAVIA.

Valuable long Leasehold Property, for Investment.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY NEXT, 6th AUGUST, at TWO o'clock, in lots, exceedingly valuable long LEASEHOLD INVESTMENTS, comprising two capital town houses, distinguished as Nos. 42 and 48, Chester-square, admirably situated in one of the most esteemed positions in Belgravia. They are substantially built, are of attractive elevation, and contain ample accommodation for moderate establishments. Let to first-class tenants at rents amounting to £310 per annum, and held for long terms at moderate ground-rents. Also two ranges of capital Stabling, being Nos. 42 and 48, Ebury-mews, situate immediately in the rear, each comprising stabling for three horses, two coach-houses with rooms and loft over. Let to responsible tenants at rents amounting to £100 per annum, and held for long terms at moderate ground-rents.

Particulars of Messrs. Stevens & Co., Solicitors, 22, Bedford-row; at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

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NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

SALES FOR THE EAR 1885.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., Aug 4	Tues., Aug 25	Tues., Nov 10
Tues., Aug 11	Tues., Oct 6	Tues., Nov 24
Tues., Aug 18	Tues., Oct 20	Tues., Dec 15

Auctions can also be held on other days. In any case due notice should be given, in order to insure proper publicity; the period between such notice and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London.

SALES BY AUCTION, at the MART, in AUGUST, by **MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER:**

August 4.—Essex.—The Sampford Hall Estate, between Saffron Walden and Braintree, comprising mansion and several farms, in all 1,511 acres. In 13 lots.

" 4.—No. 38, Tulse-hill, S.W.—Residence, with possession.

" 4.—Sutton, Surrey.—Capital Shops, 1 to 8, Park-terrace. Let at £490 per annum. Eight lots.

" 4.—Nuttfield, Surrey.—Freeholds. Detached residences, villas, and building land. Eleven lots.

" 11.—No. 22, King-street, St. James's.—Freehold Premises, let on lease at £400 a year. By order of trustees.

" 11.—West Hamps lodge.—Freeholds. Sandgate House and Hythe House, West End-lane, with possession. In two lots.

" 11.—Loughton.—Freeholds. The Pollards, a family residence, with vineries, stabling, and 16 acres. Also 16a. 2r. 5p. of building land. In two lots.

" 11.—No. 37, St. Andrew-road, Kentish Town.—Semi-detached Residence, with possession.

" 11.—St. John's-wood.—Detached Residence, 90, Carlton-hill, with stabling and grounds, with possession.

" 11.—Hawthurst, Kent.—Freehold Residential Property, Ellerslie, with stabling, farmery, and 50 acres.

" 11.—The Warnham Lodge Estate, Warnham, Surrey.—Freehold. Picturesque Residence, with grounds, glasshouses, stabling, farmhouse, homestead, and park, in all 97 acres, with possession; also Cider Mill Farm, 29a. 1r. 39p. In two lots.

" 11.—Burbiton.—Freehold Residence, Berrylands Lodge, The Avenue, with garden, let till Michaelmas, at £110. By order of trustees.

" 13.—The Cliffe Park Estate, North Staffs.—By order of the Court of Chancery.—Freehold Mansion, grounds, park, farms, and lands, in all 784 acres. In 38 lots. At the North Staffordshire Hotel, Stoke-on-Trent.

" 18.—Bournemouth.—Detached Residence, Sylvanhay, Manor-road, with stabling and grounds, let on lease at £75 a year.

" 18.—Camden-square.—No. 13, North Villas, with possession.

Full particulars of the Auctioneers, 80, Cheapside, E.C.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Grounds, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.